United States Treaties and Other International Agreements

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United States Treaties and Other International Agreements

VOLUME 33

IN FOUR PARTS

Part 4

1979–1981

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The Act approved September 23, 1950, Ch. 1001 § 2, 64 Stat. 979, 1 U.S.C. § 112a, provides in part as follows:

"... United States Treaties and Other International Agreements shall be legal evidence of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and agreements, therein contained, in all the courts of the United States, the several States, and the Territories and insular possessions of the United States."

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HAITI

Migrants—Interdiction

Agreement effected by exchange of notes
Signed at Port-au-Prince September 23, 1981;
Entered into force September 23, 1981.

The American Ambassador to the Haitian Secretary of State for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
PORT-AU-PRINCE, HAITI

No. 277 *September 23, 1981*

EXCELLENCY:

I have the honor to refer to the mutual concern of the Governments of the United States and of the Republic of Haiti to stop the clandestine migration of numerous residents of Haiti to the United States and to the mutual desire of our two countries to cooperate to stop such illegal migration.

The United States Government confirms the understandings discussed by representatives of our two governments for the establishment of a cooperative program of interdiction and selective return to Haiti of certain Haitian migrants and vessels involved in illegal transport of persons coming from Haiti.

Having regard to the need for international cooperation regarding law enforcement measures taken with respect to vessels on the high seas and the international obligations mandated in the Protocol Relating to the Status of Refugees done at New York 31 January 1967,[1] the United States Government confirms with the Government of the Republic of Haiti its understanding of the following points of agreement:

Upon boarding a Haitian flag vessel, in accordance with this agreement, the authorities of the United States Government may address inquiries, examine documents and take such measures as are necessary to establish the registry, condition and destination of the vessel and the status of those on board the vessel. When these measures suggest

[1] TIAS 6577; 19 UST 6223.

that an offense against United States immigration laws or appropriate Haitian laws has been or is being committed, the Government of the Republic of Haiti consents to the detention on the high seas by the United States Coast Guard of the vessels and persons found on board.

The Government of Haiti agrees to permit upon prior notification the return of detained vessels and persons to a Haitian port, or if circumstances permit, the United States Government will release such vessels and migrants on the high seas to representatives of the Government of the Republic of Haiti.

The Government of the Republic of Haiti also agrees in the case of a U.S. flag vessel, outbound from Haiti, and engaged in such illegal trafficking, to permit, upon prior notification, the return to a Haitian port of that vessel and those aboard.

In any case where a Haitian flag vessel is detained, the authorities of the United States Government shall promptly inform the authorities of the Government of the Republic of Haiti of the action taken and shall keep them fully informed of any subsequent developments.

The Government of the Republic of Haiti agrees, to the extent permitted by Haitian law, to prosecute illegal traffickers of Haitian migrants who do not have requisite permission to enter the country of the vessel's destination and to confiscate Haitian vessels or stateless vessels involved in such trafficking. The United States Government likewise agrees, to the extent permitted by United States law, to prosecute traffickers of United States nationality and to confiscate United States vessels engaged in such trafficking.

The Government of the United States agrees to the presence of a representative of the Navy of the Republic of Haiti as liaison aboard any United States vessel engaged in the implementation of this cooperative program.

The United States Government appreciates the assurances which it has received from the Government of the Republic of Haiti that Haitians returned to their country and who are not traffickers will not be subject to prosecution for illegal departure.

It is understood that under these arrangements the United States Government does not intend to return to Haiti any Haitian migrants whom the United States authorities determine to qualify for refugee status.

In furtherance of this cooperative undertaking the United States Government formally requests the Government of the Republic of Haiti's consent to the boarding by the authorities of the United States Government of private Haitian flag vessels [in any case] in which such authorities have reason to believe that the vessels may be involved in the irregular carriage of passengers outbound from Haiti.

I have the honor to propose that, if the foregoing is acceptable to the Government of the Republic of Haiti, this note and Your Excellency's confirmatory reply constitute an agreement between the United States Government and the Government of the Republic of Haiti which shall enter into force on the date of your reply and shall con-

tinue in force until six months from the date either government gives notice to the other of its intention to terminate the agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

ERNEST H. PREEG

His Excellency
EDOUARD FRANCISQUE
Secretary of State for Foreign Affairs
Port-au-Prince

The Haitian Secretary of State for Foreign Affairs to the American Ambassador

Département des Affaires Etrangères

République d'Haïti

SG/CG : 2008

Port-au-Prince, le 23 Septembre 1981

Monsieur l'Ambassadeur,

J'ai l'honneur de vous accuser réception de la lettre No. 277 du 23 Septembre 1981 libellée comme suit :

" J'ai l'honneur de me référer à la préoccupation commune des Gouvernements des Etats-Unis d'Amérique et de la République d'Haiti de mettre un terme à la migration clandestine de nombreux ressortissants haitiens vers les Etats-Unis d'Amérique et à la volonté commune de nos deux pays d'aboutir à une coopération susceptible d'arrêter cette migration illégale.

" Le Gouvernement des Etats-Unis d'Amérique confirme les arrangements intervenus entre les Représentants de nos deux pays pour l'établissement d'un programme coopératif relatif à l'interception et au retour sélectifs vers Haiti de certains migrants haitiens et de navires se livrant au transport illicite de personnes en provenance d'Haiti.

" Conscient de la nécessité d'une coopération internationale en matière de mesures visant à faire respecter les lois relatives aux navires se trouvant en haute mer et les obligations internationales stipulées dans le protocole relatif au statut des réfugiés fait à New-York le 31 Janvier 1967, le Gouvernement des Etats-Unis confirme au Gouvernement de la République d'Haiti son interprétation des points d'accord suivants :

SON EXCELLENCE
MONSIEUR ERNEST H. PREEG
AMBASSADEUR EXTRAORDINAIRE
ET PLENIPOTENTIAIRE
DES ETATS-UNIS D'AMERIQUE
EN HAITI

" Après avoir arraisonné un navire battant pavillon haitien, les autorités du Gouvernement des Etats-Unis peuvent, conformément au présent accord, se livrer à des enquêtes, examiner les documents et prendre toutes mesures nécessaires pour déterminer l'immatriculation, la condition et la destination du navire et le statut des personnes se trouvant à bord. Lorsqu'il ressort de ces mesures qu'un délit a été ou est commis aux termes des lois américaines relatives à l'immigration, ou aux termes des lois haitiennes applicables, le Gouvernement de la République d'Haiti consent à faire arrêter en haute mer par les Gardes-Côtes américains les navires et les personnes se trouvant à bord.

" Le Gouvernement de la République d'Haiti convient de permettre, sur notification préalable, le retour à un port haitien des navires et des personnes détenus ou, si les circonstances le permettent, le Gouvernement des Etats-Unis remettra navires et migrants en haute mer à des représentants du Gouvernement de la République d'Haiti.

" Le Gouvernement de la République d'Haiti convient également, dans le cas d'un navire battant pavillon des Etats-Unis en provenance d'Haiti et se livrant à un tel trafic, de permettre sur notification préalable le retour à un port haitien de ce navire et des personnes à son bord.

" Dans tout cas où un navire battant pavillon haitien est détenu les autorités du Gouvernement des Etats-Unis informeront promptement les autorités du Gouvernement de la République d'Haiti des mesures prises et tiendront ces autorités pleinement informées de toutes suites de l'affaire.

" Le Gouvernement de la République d'Haiti convient d'entamer dans la mesure autorisée par la législation haitienne, des poursuites à l'encontre de trafiquants de migrants haitiens n'ayant

pas l'autorisation requise pour entrer dans le pays de destination des navires et de confisquer les navires haitiens ou les navires sans immatriculation se livrant à un tel trafic. Le Gouvernement des Etats-Unis convient également d'entamer, dans la mesure autorisée par la législation des Etats-Unis, des poursuites à l'encontre des trafiquants américains et de confisquer les navires des américains se livrant à de tel trafic.

" Le Gouvernement des Etats-Unis accepte la présence de tout Représentant de la Marine Nationale de la République d'Haiti à titre de personnel de liaison à bord de tout navire américain prenant part à l'exécution de ce programme coopératif.

" Le Gouvernement des Etats-Unis apprécie les garanties qu'il a reçues du Gouvernement de la République d'Haiti, à savoir que les haitiens renvoyés à leur pays et qui ne sont pas des trafiquants ne feront l'objet d'aucune poursuite pour départ illégal.

" Il est entendu qu'en vertu des arrangements prévus par les présentes le Gouvernement des Etats-Unis n'a pas l'intention de renvoyer à Haiti aucun migrant haitien que les autorités des Etats-Unis considèrent comme ayant droit à la qualité de réfugié.

" Pour favoriser cet effort coopératif, le Gouvernement des Etats-Unis a l'honneur de solliciter formellement le consentement du Gouvernement de la République d'Haiti en ce qui concerne l'arraisonnement par les autorités du Gouvernement des Etats-Unis de navires privés battant pavillon haitien chaque fois que les autorités américaines ont lieu de croire que ces navires se livrent probablement au transport illicite de passagers en provenance d'Haiti.

" J'ai l'honneur de proposer, si ce qui précède reçoit l'assentiment du Gouvernement de la République d'Haiti, que la présente note et la réponse affirmative de Votre Excellence constituent un accord entre le Gouvernement des Etats-Unis et le Gouvernement de la République d'Haiti, lequel accord entrera en vigueur à la date de votre

réponse et restera en vigueur pendant un délai de six (6) mois à compter de la date à laquelle l'un ou l'autre des deux Gouvernements avisera l'autre de son intention de mettre fin à l'accord."

J'ai l'honneur de vous annoncer que le Gouvernement Haitien donne son agrément aux propositions reproduites ci-dessus. En conséquence, votre lettre et la présente réponse constituent un Accord par échange de notes entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République d'Haiti.

Cet Accord entre en vigueur à la date du 23 Septembre 1981.

Veuillez agréer, Monsieur l'Ambassadeur, l'assurance renouvelée de ma haute considération.

Edouard FRANCISQUE
Ministre des Affaires Etrangères

TRANSLATION

Republic of Haiti
Ministry of Foreign Affairs

Port-au-Prince, September 23, 1981

No. SG/CG: 2008

Mr. Ambassador:

I have the honor to acknowledge receipt of letter No. 277 of September 23, 1981, which reads as follows:

[For text of the U.S. letter, see pp. 3559–3561]

I have the honor to inform you that the Haitian Government agrees to the proposals transcribed above. Consequently, your letter and this reply shall constitute an agreement effected by an exchange of notes between the Government of the United States of America and the Government of the Republic of Haiti.

This agreement shall enter into force on September 23, 1981.

Accept, Mr. Ambassador, the renewed assurances of my high consideration.

E Francisque

Edouard Francisque
Minister of Foreign Affairs

His Excellency
Ernest H. Preeg,
Ambassador Extraordinary and Plenipotentiary
of the United States of America to Haiti.

EGYPT

Economic Assistance: Basic Education

Agreement signed at Cairo August 19, 1981;
Entered into force August 19, 1981.

A.I.D. Project Number 263-0139

PROJECT

GRANT AGREEMENT

BETWEEN

THE ARAB REPUBLIC OF EGYPT

AND THE

UNITED STATES OF AMERICA

FOR

BASIC EDUCATION

Dated: AUG 19 1981

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[1] Not printed herein. For text, see TIAS 8830; 29 UST 501.

A.I.D. Project No. 263-0139

Project Grant Agreement

Dated 19 AUG , 1981

Between

The Arab Republic of Egypt ("Grantee")

And

The United States of America, acting through the Agency for International Development ("A.I.D.").

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will assist the Cooperating Country provide technical assistance for planning and implementing educational change, purchase of instructional materials and equipment, and construction of new classrooms as part of an integrated effort to increase access to basic educational opportunities and improve the quality of instruction provided.

Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2., without formal amendment of this Agreement.

Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this Agreement not to exceed Thirty-Nine Million United States ("U.S.") Dollars ($39,000,000) ("Grant").

The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project, except that, unless the Parties otherwise agree in writing, Local Currency Costs financed under the Grant will not exceed the equivalent of Twenty-Seven Million U.S. Dollars ($27,000,000).

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project will be not less than the Egyptian Pound equivalent of Thirty-One Million U.S. Dollars ($31,000,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is June 30, 1986, or such date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D.

[1] 75 Stat. 424; 22 U.S.C. § 2151.

agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Conditions Precedent to Disbursement.

SECTION 4.1. First Disbursement. Prior to any disbursment or to the issuance of any commitment documents under this Agreement, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A statement of the names of the persons authorized pursuant to Section 8.2 to act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement;

(b) Such other information and documentation as A.I.D. may reasonably request.

SECTION 4.2. Additional Disbursements.

(a) Technical Assistance.

Prior to any disbursement or to the issuance of any commitment documents for technical services under this Agreement, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D., an executed contract for technical assistance with an organization acceptable to A.I.D.

(b) Instructional Materials and Equipment.

Prior to any disbursement or to the issuance of any commitment documents for instructional materials and equipment under this Agreement, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D., an executed contract or contracts for instructional materials and equipment.

(c) Construction.

(1) Prior to any disbursement or to the issuance of any commitment documents for construction under this Agreement, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(i) A statement of the name of the person acting on behalf of the Grantee through the National Investment Bank and of any additional representatives together with a specimen signature of each person specified in such statement;

(ii) Guidelines to be used to select construction sites and evidence that all participating education zones and local councils have been informed of these guidelines and the role of the Ministry of Education in ensuring their application and that the zones and councils have agreed to abide by these guidelines;

(iii) Evidence that the Grantee has made necessary budgetary allocations for the Project;

(iv) Copies of the current-year educational investment plans of the Ministry of Education and participating education zones and current lists of the construction programs in each participating governorate to be financed with Project funds; and

(v) Such other information concerning Project-financed construction as A.I.D. may reasonably request.

(2) Prior to any disbursement or to the issuance of any commitment documents under this Agreement for construction under the Agreement in a particular governorate, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D., maps of such governorate which mark the locations of existing schools and identify potential sites for Project-financed construction in accordance with Ministry of Education guidelines.

SECTION 4.3. Notification. When A.I.D. has determined that the conditions precedent specified in Section 4.1 and 4.2 have been met, it will promptly notify the Grantee.

SECTION 4.4. Terminal Dates for Conditions Precedent.

(a) If all of the conditions specified in Section 4.1 have not been met within 60 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

(b) If all of the conditions specified in Section 4.2 pertaining to technical services have not been met within 360 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Grant, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Grantee.

(c) If all of the conditions specified in Section 4.2 pertaining to instructional materials and equipment have not been met within 450 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Grant, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Grantee.

(d) If all of the conditions specified in Section 4.2 pertaining to construction have not been met within 120 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Grant, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Grantee.

Article 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. National Investment Funds. The Grantee agrees that it will make its best efforts to (a) invest in primary and preparatory or basic education at levels sufficient to keep pace with population growth and achieve the purpose of the Project, and (b) furnish to A.I.D., on an annual basis during the life of the Project, evidence that the Grantee has made the budgetary allocations necessary to finance such investments.

SECTION 5.3 Logistic Support. The Grantee agrees that it will provide on a timely basis all local logistic support required to ensure effective utilization of goods and services financed under the Grant.

SECTION 5.4. Management of Grant Funds. The Grantee agrees to manage Grant funds in such a way as to ensure completion of all construction initiated under the Project or to provide all necessary financial resources to ensure their completion.

SECTION 5.5. Classrooms. The Grantee agrees that the classrooms financed under the Grant will be placed in full utilization as soon as reasonably possible after the completion of construction. The Grantee further agrees to provide all necessary staff, furniture and maintenance required to operate Project-financed classrooms. Furthermore, it agrees to provide regular, twice-yearly reports on the use and operation of Project-financed classrooms during the life of and for one year following the completion of the Project.

SECTION 5.6. School Designs. The Grantee agrees to obtain A.I.D. approvals for all school designs to be used under the Project.

SECTION 5.7. Instructional Materials and Equipment. The Grantee agrees to purchase only instructional materials and equipment of a nature and level appropriate to the basic education curriculum.

SECTION 5.8. Competitive Procedures. The Grantee agrees to use competitive procedures in accordance with Egyptian Government Regulations to obtain construction services and encourage, to the maximum extent possible, the participation of construction firms from the private sector.

SECTION 5.9. Audit Reports. The Grantee agrees to make available all official Egyptian Government audit reports related to Project financing and cooperate with A.I.D. efforts to audit and/or evaluate any or all aspects of the Project.

SECTION 5.10. Advance Payments. The Grantee agrees that in no event will A.I.D. funds be used to provide advance payments of any kind whatsoever to building contractors.

SECTION 5.11. Construction Sites. The Grantee agrees that it will select sites for Project-financed construction which will maximize the Project's impact on increased enrollments among rural children between the ages of 6 and 15, particularly girls. The Grantee further agrees that it will furnish to A.I.D. on an annual basis during the life of the Project, in form and substance satisfactory to A.I.D., copies of the educational investment plans of the Ministry of Education and participating Education Zones and lists of the construction programs in each participating governorate to be financed with Project funds.

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2. will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in Egypt ("Local Currency Costs").

Article 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., commiting A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2 Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 7.3. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.4. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

Article 8.1.: Miscellaneous

SECTION 8.1. Communications. Any notice, requests, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Minister of Economy
8, Adly Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

To the Implementing Organization:

Minister of Education
and Scientific Research
Falaki Street
Garden City, Cairo

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual, holding or acting in the office of Minister of Economy, Minister of State for Economy or Minister of Education and Scientific Research, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement. [1]

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT	UNITED STATES OF AMERICA
BY:	BY:
NAME: Dr. Abdel Razzak Abdel Meguid	NAME: Alfred L. Atherton, Jr.
TITLE: Deputy Prime Minister for Economic and Financial Affairs and Minister of Planning, Finance and Economy	TITLE: American Ambassador

[1] See footnote 1, p. 3570.

Implementing Organizations

In acknowledgement of the foregoing Agreement, representatives of the Implementing Organization have subscribed their names:

MINISTRY OF EDUCATION
AND SCIENTIFIC RESEARCH

BY: Mostafa Kamal Helmi

NAME: Dr. Moustafa Kamal Helmi

TITLE: Minister of Education and Scientific Research

NATIONAL INVESTMENT BANK

BY: A. Meguid

NAME: Dr. Abdel Razzak Abdel Meguid

TITLE: Chairman

MINISTRY OF ECONOMY

BY: S. Nour

NAME: Dr. Soliman Nour El Din

TITLE: Minister of State

Annex I

PROJECT DESCRIPTION

A. General

The Project is intended to raise literacy rates in Egypt, particularly among rural women. The Project will seek to increase the enrollment rates of children, especially rural girls, between the ages of 6 and 15 and improve the relevance, efficiency and effectiveness of primary and basic education in Egypt. To achieve these ends, the Project will finance the construction of approximately 6595 new classrooms and the acquisition of furniture for these classrooms in five governorates: Beheira, Kafr El Sheikh, Assiut, Sohag and Qena. It will provide funds to purchase instructional materials and equipment for approximately 1000 basic education schools throughout Egypt. In addition, it will provide approximately 140 person-months of technical assistance in program or policy areas related to the relevance, efficiency and effectiveness of education.

Building sites will be selected so that new classrooms will have maximum effect on increasing enrollment rates. Communities in which Project-financed classrooms will be built are those in which female enrollments fall below the national average, the existing school is incomplete, the nearest school is more than a reasonable walking distance away, overcrowding is severe, the existing building is clearly substandard, or community standards require separate facilities for girls.

Specific classrooms constructed with AID funds will be identified and an suitable plaque will be placed on each new school or classroom unit.

B. Implementation

The Ministry of Education is primarily responsible for Project implementation. It shall be responsible for:

1) Identifying the instructional materials and equipment to be financed through the Project;

2) Negotiating contracts with United States ("U.S.") suppliers for the purchase and delivery to Egypt of such materials and equipment;

3) Distributing the purchased materials and equipment to schools throughout Egypt, regardless of whether or not such schools were financed through the Project;

4) Identifying the educational problems or issues upon which Project-financed technical assistance will be focused;

5) Contracting with a U.S. firm to supply the necessary technical assistance;

6) Applying, through the Education Zones of the participating governorates, site selection criteria and preparing all documentation related to Project-financed construction; and

7) Providing, through the Education Zones of the participating governorates, necessary furniture, staff, and maintenance to ensure the use of Project-financed classrooms.

The Housing Departments of the participating governorates will be responsible for construction oversight, including bid evaluation, site supervision and the preparation of payment vouchers. The Housing Departments will also assure that all construction contracts are awarded through competitive procedures which do not favor public sector construction firms.

The National Investment Bank (the "Bank"), working in cooperation with the participating Education Zones, will exercise Project financial control on behalf of the Grantee.

A.I.D. will provide funds under the Project for instructional materials and equipment, technical assistance and Project evaluation in accordance with procedures which will be established and approved by A.I.D. during Project implementation.

A.I.D. funds for construction will be made in the following manner. An initial advance will be made to the Bank based upon demonstrated cash needs for the following period of not to exceed three months. Cash needs are to be derived from information provided by the participating Education Zones. The Bank and participating Education Zones will open and maintain special accounts in their names and that of the Project for the purpose of depositing A.I.D. funds. Advances will be replenished upon receipt of documentation showing cumulative expenditure, source of funds to cover them, current cash position and cash needs for

the subsequent period of not to exceed three months. A.I.D. funds will be accounted for separately by the Bank and each participating Education Zone. At least once every twelve months, the Bank will arrange for an independent audit of the Project-related books and records maintained by the Bank and participating Education Zones. Notwithstanding any other provision of this Agreement, A.I.D. funds will not be used to pay any charges or fees of the Bank resulting from the Bank's services in the handling of Project funds. All such charges and fees shall be paid by the Grantee. In no event will A.I.D. funds be used to provide advance payments to construction contractors. Any interest or other earnings on A.I.D.-financed local currency under the Project shall be paid to A.I.D. as earned and shall not be used to offset Project expenditures.

C. Summary Implementation Schedule

This is a planned five-year project scheduled to begin during the final quarter of A.I.D. fiscal year 1981. It is anticipated that the procurement of instructional materials and equipment will begin during the second month of the Project, with supplier contracts negotiated by the eighteenth month, deliveries to the Port of Alexandria by the twenty-eighth month and distribution to recipient schools by the thirtieth month. Similarly, it is expected that the contract for technical services will be signed by the fourteenth month and the first consultants will have arrived in Egypt by the seventeenth month. Contracting procedures related to Project-financed construction are planned to begin during the fourth month and will mark the beginning of a quarterly cycle of new starts and completions which will end with the fifty-seventh month. Project evaluations are scheduled to begin during the tenth, thirty-second and fifty-sixth months.

D. Project Financial Plan and Budget

A Project Financial Plan and Budget will be provided in a mutually agreed upon Implementation Letter to be issued under the Agreement.

CANADA

Aeronautical Research: Augmentor Wing System

Agreement amending and extending the agreement of October 19 and November 10, 1970, as extended.
Effected by exchange of notes
Signed at Ottawa August 14 and 19, 1981;
Entered into force August 19, 1981;
Effective July 1, 1981.

The Canadian Secretary of State for External Affairs to the American Ambassador

Department of External Affairs Ministère des Affaires extérieures

Canada

Ottawa, August 14, 1981

FLE-1089

Excellency,

I have the honour to refer to discussions which have taken place within the International Joint Working Group for the Augmentor Wing Project and between Canadian and United States officials concerning the extension of the Agreement concerning joint participation in an Augmentor Wing Flight Test Project, effected by an Exchange of Notes between the Government of Canada and the Government of the United States of America done at Ottawa on October 19 and November 10, 1970, as extended by Exchanges of Notes done at Ottawa on December 5, 1974 and March 24, 1975 as well as May 31 and July 18, 1977.[1]

As a result of those discussions, I have the honour to propose that the Augmentor Wing Agreement be extended for a further period of four years, until July 1, 1985, and that the Annex to the United States Note of October 19, 1970 be amended as follows so as to permit the continuation of the project in Canada:

His Excellency Paul Robinson,
Ambassador of the United States of America

[1] TIAS 6982, 8109, 9031; 21 UST 2433; 26 UST 1293; 29 UST 3629.

III Division of Responsibilities

Delete paragraph 1 and replace as follows:

"1. Primary responsibility for the airframe and control system aspects of the Project, while the aircraft is under NASA operational control, rests in NASA and will be accomplished in accordance with mutually agreed Statements of Work. While the aircraft is under Canadian operational control, responsibility will rest with the Department for the airframe and control system, including any modifications thereto which are accomplished in accordance with a mutually agreed Statement of Work."

VII Patent and Data Rights

Delete "1 July 1978" in the last paragraph of the Notice in Paragraph 5(2) and replace with "1 July 1989".

X Liability

Delete paragraph 1 and replace as follows:

"1. If minor damage is sustained by the DHC-5 aircraft, spares or supporting equipment required for the cooperative Project, while the aircraft is under NASA operational control, NASA will bear the cost of repairs to the airframe and the

Department will bear the cost of repairs to the propulsion system. If minor damage is sustained by the DHC-5 aircraft, spares or supporting equipment, while the aircraft is under Canadian operational control, the cost of their repairs shall be borne by the Department."

Accordingly, I have the honour to propose that this Note, which is authentic in English and French, and your Excellency's reply confirming its contents shall constitute an Agreement between our two Governments to extend, under the same terms and conditions, including the amendments quoted above, the Augmentor Wing Agreement constituted by the Exchange of Notes of October 19 and November 10, 1970, for a further period of four years, that is, until July 1, 1985, and to propose that such agreement enter into force on the date of your reply with effect from July 1, 1981.

Accept, Excellency, the renewed assurances of my highest consideration.

[1]

Secretary of State for
External Affairs

[1] Mark MacGuigan.

French Text of the Canadian Note

Department of External Affairs Canada Ministère des Affaires extérieures

Ottawa, le 14 août 1981

FLE-1089

Monsieur l'Ambassadeur,

J'ai l'honneur de me référer aux entretiens qui ont eu lieu au sein du groupe de travail mixte chargé du projet d'essai de vol d'un avion muni d'un augmentateur alaire, et entre les représentants du Canada et des Etats-Unis, relativement à la prorogation de l'Accord concernant une participation commune au projet d'essai de vol d'un avion muni d'un augmentateur alaire, tel que convenu par un échange de notes entre le Gouvernement du Canada et le Gouvernement des Etats-Unis d'Amérique, à Ottawa, le 19 octobre et le 10 novembre 1970, et prorogé par un échange de notes à Ottawa le 5 décembre 1974 et le 24 mars 1975, ainsi que le 31 mai et le 18 juillet 1977.

A la suite de ces entretiens, j'ai l'honneur de proposer que l'Accord susmentionné soit reconduit pour une nouvelle période de quatre ans, jusqu'au 1er juillet 1985, et que l'Annexe à la Note des Etats-Unis du 19 octobre 1970 soit modifiée de la façon suivante, de manière à permettre la continuation du projet au Canada:

Son Excellence Paul Robinson,
Ambassadeur des Etats-Unis d'Amérique

III Partage des responsabilités

Supprimer le paragraphe 1 et le remplacer par ce qui suit:

"1. Pendant que l'avion est sous le contrôle opérationnel de la NASA, la responsabilité première des aspects cellule et systèmes de commande du projet incombe à la NASA, et celle-ci l'assumera en conformité de la définition des tâches convenue. Pendant que l'avion est sous le contrôle opérationnel du Canada, la responsabilité incombe au Ministère pour ce qui est des aspects cellule et systèmes de commande du projet, y compris toutes modifications y apportées en conformité de la définition des tâches convenue."

VII Brevets et propriétés industrielles

Supprimer "le 1er juillet 1978" dans le dernier paragraphe de l'Avis contenu à l'alinéa 2 du paragraphe 5 et le remplacer par "le 1er juillet 1989".

X Responsabilité

Supprimer le paragraphe 1 et le remplacer par ce qui suit:

"1. Au cas où l'avion DHC-5, les pièces de rechange ou le matériel de soutien nécessaires

à la réalisation du projet commun subiraient des dommages mineurs pendant que l'avion est sous le contrôle opérationnel de la NASA, la NASA assumera les frais de réparation de la cellule et le Ministère assumera les frais de réparation du système de propulsion. Au cas où l'avion DHC-5, les pièces de rechange ou le matériel de soutien subiraient des dommages mineurs pendant que l'avion est sous le contrôle opérationnel du Canada, les frais de réparation de ces dommages seront assumés par le Ministère.

En conséquence, j'ai l'honneur de proposer que la présente Note, dont les versions française et anglaise font également foi, et la réponse de votre Excellence confirmant sa teneur, constituent entre nos deux gouvernements un accord visant à proroger aux mêmes conditions, compte étant tenu des modifications établies ci-dessus, pour une période additionnelle de quatre ans, c'est-à-dire jusqu'au 1er juillet 1985, l'Accord relatif au projet d'essai de vol d'un avion muni d'un augmentateur alaire établi en vertu de l'échange de notes du 19 octobre et du 10 novembre 1970, et de proposer que ledit Accord entre en vigueur à la date de votre réponse, avec effet rétroactif au 1er juillet 1981.

Je vous prie d'agréer, Monsieur l'Ambassadeur, les assurances renouvelées de ma très haute considération.

Le Secrétaire d'Etat
aux Affaires extérieures

The American Chargé d'Affaires ad interim to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Ottawa, August 19, 1981

No. 227

Sir:

I have the honor to refer to your Note Number FLE-1089 of August 14, 1981, concerning the extension of the Agreement concerning joint participation in an Augmentor Wing Flight Test Project, effected by an exchange of notes between the Government of the United States of America and the Government of Canada done at Ottawa on October 19 and November 10, 1970, as extended by exchanges of notes done at Ottawa on December 5, 1974 and March 24, 1975 as well as May 31 and July 18, 1977.

I have the honor to confirm that it is the desire of my Government to amend this agreement as indicated in your Note of August 14, 1981, and to extend this Agreement for a further period of four years, that is until July 1, 1985. Accordingly, I have the further honor to confirm that your Note of August 14, 1981 and this reply shall constitute an Agreement to that effect between our two Governments which shall enter into force as of the date of this Note with effect from July 1, 1981.

The Honorable
Mark MacGuigan, M.P., P.C.,
Secretary of State for External Affairs,
Ottawa.

TIAS 10243

Accept, Sir, the renewed assurances of my highest consideration.

Peter W. Lande

Charge d'Affaires ad interim

PEOPLE'S REPUBLIC OF CHINA

Maritime Transport

Agreement signed at Washington September 17, 1980;
Entered into force September 17, 1980.
With exchange of letters.

AGREEMENT ON MARITIME TRANSPORT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

The Government of the United States of America and the Government of the People's Republic of China

In conformity with the spirit of the Joint Communique on the Establishment of Diplomatic Relations between the United States of America and the People's Republic of China of December 15, 1978; [1] and

Recognizing the importance of maritime relations for both countries; and

In consideration of the significance of maritime transport in the development and facilitation of trade between both countries; and

For the purpose of strengthening their cooperation in the field of maritime transport; and

In accordance with the principle of equality and mutual benefit

Have agreed as follows:

[1] *Department of State Bulletin*, Jan., 1979, p. 25.

ARTICLE 1

For purposes of this Agreement:

a. The term "vessel" shall mean any merchant ship engaged in commercial maritime shipping or merchant marine training. The term "vessel" shall not include warships; vessels carrying out any form of state function except for those mentioned in the preceding sentence; or fishing vessels; fishery research vessels or fishery support vessels.

b. The term "vessel of a Party" shall mean a vessel flying the national flag of and registered in the United States of America or the People's Republic of China respectively.

c. The term "member of the crew" shall mean a person working on board a vessel of a Party who actually performs duties or services connected with the operation or maintenance of the vessel, holding appropriate identity documents issued by the authorities of that Party as provided in Article 5, and whose name is included on the crew list of the vessel.

ARTICLE 2

a. The Parties agree that when vessels of either Party, for the purpose of transportation of passengers and cargo, enter into or depart from the ports, mooring places and waters of the other Party, the latter shall adopt all appropriate measures to provide favorable treatment to such vessels with

regard to servicing of vessels, port operations, the simplification and expedition of administrative, customs and all required formalities. The conditions under which vessels of one Party may enter the ports of the other Party are set forth in letters, exchanged between the competent authorities, which accompany this Agreement.

b. Each Party undertakes to ensure that tonnage duties upon vessels of the other Party will be as favorable as the charges imposed in like situations with respect to vessels of any other country.

ARTICLE 3

This Agreement shall not apply to the vessels of one Party in the transportation of passengers and cargo between the ports of the other Party. However, the right of vessels of either Party to engage in commercial passenger and cargo services in accordance with Article 2 shall include the right to pick up or discharge passengers and cargo at more than one port of the other Party if such passengers and cargo are destined for or are proceeding from another country on the same vessel.

ARTICLE 4

a. Each Party shall recognize the nationality of the vessels which fly the national flag of the other Party and hold certificates of their nationality issued according to the laws and regulations of the other Party.

b. Each Party shall recognize the tonnage certificates and other ship's documents issued by the competent authorities of the other Party to the extent permitted by applicable laws and regulations.

c. Each Party shall inform the other Party of any changes in its system of tonnage measurements.

ARTICLE 5

Each Party shall recognize the identity documents of crew members issued by the competent authorities of the other Party. Those issued by the United States of America shall be the "U.S. Merchant Mariner's Document", while those issued by the People's Republic of China shall be the "Seaman's Book". Should any change in the identity document of a Party occur, such change shall be communicated to the other Party.

ARTICLE 6

a. Members of the crew of vessels of either Party shall be permitted to go ashore during the stay of their vessel in the ports of the other Party, in accordance with its applicable laws and regulations.

b. Each Party may deny entry into its territory of a member of the crew of a vessel of the other Party in accordance with its applicable laws and regulations.

c. Members of the crew of vessels of either Party requiring hospitalization shall be permitted to enter into and remain in the territory of the other Party for the period of time necessary for medical treatment, in accordance with applicable laws and regulations of that Party.

d. Members of the crew of vessels of either Party holding documents as stipulated in Article 5 of this Agreement may enter the territory or travel through the territory of the other Party for the purpose of joining national vessels, for repatriation or for any other reason acceptable to the competent authorities of the other Party, after complying with the applicable laws and regulations of that Party.

ARTICLE 7

a. Should a vessel of either Party be involved in a maritime accident or encounter any other danger in the ports, mooring places and waters of the other Party, the latter shall give friendly treatment and all possible assistance to the passengers, crew members, cargo and vessel.

b. When a vessel of one Party is involved in a maritime accident or encounters any other danger and its cargo and other property is removed therefrom and landed in the territory of the other Party, such cargo and other property shall not be subject to any customs duties by that Party, unless it enters into its domestic consumption. Storage charges incurred shall be just, reasonable and non-discriminatory.

c. Each Party shall promptly notify the consular officials, or in their absence the diplomatic representatives, of the other Party when one of its vessels is in distress, and inform them of measures taken for the rescue and protection of the crew members, passengers, vessel, cargo and stores.

ARTICLE 8

a. Each Party recognizes the interest of the other Party in carrying a substantial part of its foreign trade in vessels of its own flag and both Parties intend that their national flag vessels will each carry equal and substantial shares of the bilateral trade between the two nations.

b. Each Party, where it directs the selection of the carrier of its export or import cargoes, shall provide to vessels under the flag of the other Party a general cargo share and a bulk share equal in each category to those vessels under its flag, and consistent with the intention of the Parties that their national flag vessels will carry not less than one-third of bilateral cargoes.

c. Whenever vessels under the flag of one Party are not available to carry cargo offered for carriage between ports served by such vessels with reasonable notice and upon reasonable terms and conditions of carriage, the offering Party shall be free to direct such cargo to its national flag or third flag vessels.

d. When bulk cargo is carried between the United States and the People's Republic of China such cargo shall be carried at a mutually acceptable rate. Each Party, where it has the power to select the carrier, shall offer such cargo to vessels of the other Party at rates, terms and conditions of carriage which are fair and reasonable for such vessels.

ARTICLE 9

Each Party recognizes the interest of the other, through domestic legislation or policy, in regulating the conduct of cross-traders in their respective foreign ocean commerce and agrees to respect each other's laws and policies in this regard.

ARTICLE 10

Payments for transportation services under this Agreement shall either be effected in freely convertible currencies mutually accepted by firms, companies and corporations and trading organizations of the two countries, or made otherwise in accordance with agreements signed by and between the two parties to the transaction. Parties to such transactions may convert and remit to their country, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions in respect thereof at the rate of exchange applicable to current transactions and remittances. Neither Party may impose restrictions on such payments except in time of declared national emergency.

ARTICLE 11

The Parties agree to enter into such technical personnel and information exchanges necessary to facilitate and accelerate the movement of cargo at sea and in ports and to promote cooperation between their respective merchant marines.

ARTICLE 12

a. For the implementation of this Agreement the competent authority of the United States of America shall be the Department of Commerce while that of the People's Republic of China shall be the Ministry of Communications. Each Party shall authorize its competent authority to take action under its laws and procedures, and in consultations with the competent authority of the other Party, to implement this Agreement.

b. The Parties agree that representatives of the competent authorities will meet annually for a comprehensive review of matters related to the Agreement as may be desirable. Such meetings will be held at a time and place agreeable to both Parties. The Parties also agree to engage in such consultations, exchange such information, and take such action as may be necessary to ensure effective operation of this Agreement.

ARTICLE 13

This Agreement shall be in force for three years from the date of signing and shall expire on September 17, 1983. This Agreement may be extended, subject to negotiations between the Parties prior to the expiration date. The Agreement may also be terminated by either Party on 90 days written notice.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington, this seventeenth day of September 1980 in duplicate, each copy in the English and Chinese languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Jimmy Carter [1]

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA:

[2]

[1] Jimmy Carter.
[2] Bo Yibo.

本协定于一九八〇年九月十七日在华盛顿签订，共两份，每份都用英文和中文写成，两种文本具有同等效力。

美利坚合众国政府代表	中华人民共和国政府代表
Jimmy Carter	黄华

和加速货物在海上和港口的运转，并促进双方商船间的合作。

第 十二 条

一、为了执行本协定，美利坚合众国的主管当局是商务部，中华人民共和国的主管当局是交通部。每一方应授权其主管当局按照自己的法律和程序采取行动，并与另一方的主管当局协商，以实施本协定。

二、双方同意其主管当局的代表每年会晤一次，以全面审议有关本协定所需要解决的事宜。会晤的时间和地点将由双方商定。双方还同意进行协商、交换情况、采取必要的行动保证本协定的有效执行。

第 十三 条

本协定自签订之日起生效，有效期为三年，至一九八三年　月　日期满，双方在期满前经谈判可予以延长。本协定还可在任何一方提出书面终止通知后的第九十天失效。

经各自授权的代表，已在本协定上签字，以昭信守。

应以公平和合理的运输费率、条款和条件向对方船舶提供这种货物。

第 九 条

每一方承认另一方通过国内法或政策在其各自的外贸海运中管理第三国运输业行为的权益，并同意尊重各自在此方面的法律和政策。

第 十 条

本协定中运输服务的支付，以两国的商号、公司和贸易组织同意的、可以自由兑换的货币办理，或按照交易双方所签订的合同办理。交易双方可要求将当地收入超出地方支付的金额兑换并汇寄本国，在适用于当时交易和汇款的兑换率方面，应没有限制地尽快允许兑换和汇出。除非宣布本国处于紧急情况，任何一方不得对这种支付施加限制。

第十一 条

双方同意进行必要的技术人员和情报的交流，以便利

三、每一方在对方船舶遇难时，应及时通知对方领事官员或者在他们不在时通知外交代表，并将所采取的救助措施以及对船员、旅客、船舶、货物和物料的保护情况通知对方。

第 八 条

一、每一方承认另一方以悬挂其自己国旗的船舶装运其外贸货物的可观部分的权益，双方意图使其悬挂本国国旗的船舶各运两国间双边贸易货物的等量和可观份额。

二、每一方在其有权选定其进出口货物承运人时，要提供悬挂另一方国旗船舶承运与悬挂其自己国旗船舶所装运的杂货和散货每一类别的等量份额，应与悬挂各自国旗的船舶要装运不少于三分之一双边货物的双方意愿相符。

三、当货物以合理的通知期和合理的运输条件，提交悬挂一方国旗船舶在其服务的港口间运输而无此种船舶时，提供货物的一方有权将该货物交由悬挂本国旗船舶或第三国船舶运输。

四、在美国与中国之间装运散货时，这种货物应当以双方都能接受的费率装运。每一方当有权选择承运人时，

关法律和规定，允许该船舶的船员上岸。

二、每一方按其有关法律和规定，可拒绝另一方船舶的某一船员入境。

三、任何一方按其有关法律和规定应准许对方船舶上需要住医院的船员入境，并应允许在医疗所需要的时间内在其境内停留。

四、持有本协定第五条规定证件的任何一方的船员，由于登本国的船舶、被遣返或为对方有关当局能接受的任何其他理由，在履行对方有关法律和规定的手续后，可以进入对方领土，或在对方境内通行。

第 七 条

一、任何一方船舶在另一方港口、锚地和水域发生海事或遇险，另一方对旅客、船员、货物和船舶应给予友好对待和一切可能的援助。

二、一方船舶发生海事或遇险，将其货物和其他财物从船上卸在另一方领土上，另一方对这种货物和财物应免征任何关税，除非这种货物和财物成为另一方国内消费品。由此而产生的贮存费应是公正、合理和非歧视性的。

这些旅客和货物是随同一条船舶前往或是来自另一个国家。

第 四 条

一、每一方应承认悬挂对方国旗并持有根据对方法律和规定颁发的国籍证件的船舶的国籍。

二、每一方应承认另一方主管当局在有关法律和规定所允许的限度内颁发的吨位证书和其它船舶证书。

三、每一方应将其吨位丈量规定的任何修改情况通知另一方。

第 五 条

每一方应承认由另一方主管当局颁发的船员身份证件。美利坚合众国颁发的证件为“美国商船船员证”，中华人民共和国颁发的证件为“海员证”。如果一方的这种身份证件有任何改动时，应将改动的情况通知另一方。

第 六 条

一、每一方船舶在对方港口停泊期间，另一方应按照有

三、“船员”是指在任何一方船上工作，实际上从事与船舶操作或保养有关的职责或服务，持有该方主管当局颁发的本协定第五条所指适当的身份证件，并列入该船船员名单的人员。

第 二 条

一、双方同意，为了运输客货，当任何一方的船舶进、出另一方的港口、停泊地点和水域时，另一方在船舶服务、港口作业方面，在简化和加快办理行政、海关和一切所需的手续方面，应采取一切适当的措施，为这种船舶提供优惠待遇。一方船舶进入另一方港口的条件，规定在本协定所附由双方主管当局交换的信件中。

二、每一方保证，对另一方船舶所征收的吨税应与对任何其它国家的船舶在相等情况下所征收的税额同样优惠。

第 三 条

本协定的规定不适用于一方的船舶在对方港口间运输旅客和货物。但任何一方从事商业客货运输船舶的权利应包括在另一方一个以上的港口上下旅客和装卸货物，如果

美利坚合众国政府和中华人民共和国政府
海 运 协 定

美利坚合众国政府和中华人民共和国政府根据一九七八年十二月十五日《美利坚合众国和中华人民共和国关于建立外交关系的联合公报》的精神，认识到海运关系对两国的重要性，考虑到海运对于发展和促进两国间贸易的重要意义，为了加强海运方面的合作，并按照平等和互利的原则，达成协议如下：

第 一 条

在本协定中：

一、“船舶”是指从事商业海运或培训商船船员的任何商船。

“船舶”不应包括军舰、执行任何形式的国家职能(前述的商船职能除外)的船舶、渔船、渔业研究船或渔业辅助船。

二、“一方的船舶”是指悬挂美利坚合众国国旗或中华人民共和国国旗并分别在各自国家登记的船舶。

[EXCHANGE OF LETTERS]

September 17, 1980

Mr. Dong Huamin
Director
Bureau of Foreign Affairs
Ministry of Communications
Beijing, People's Republic of China

Dear Mr. Dong:

In connection with the Agreement on Maritime Transport concluded on this date between the Government of the United States of America and the Government of the People's Republic of China, and, in particular, Article 2 of that Agreement, I have the honor to confirm that the following conditions apply to the entry of vessels of each Party into the ports of the other Party:

1. Vessels flying the flag of the United States of America may enter all ports of the People's Republic of China which are open to international merchant shipping listed in Annex A to this letter subject to seven days' advance notice of such entry to the appropriate authorities of the People's Republic of China in accordance with regulations concerning entry by foreign vessels to China.

2. Vessels flying the flag of the People's Republic of China may enter ports of the United States of America in accordance with regulations concerning entry by foreign vessels. Entry into ports listed in Annex B to this letter will be subject to four days' advance notice of such entry to the appropriate authorities of the United States of America. Regarding ports not included in this Annex B, appropriate authorities of the United States of America will be informed not less than seven working days prior to an intended entry into such ports. It is understood that entry into these ports will ordinarily be granted, but that authorities of the United States may deny such entry for reasons of national security.

3. It is further understood that, in view of the expectation of both our governments that the relations between our countries will continue to grow, the list of ports contained in the Annexes to this letter will be reviewed periodically during the term of the Agreement with a view toward increasing the number of ports on these lists.

I request that you confirm these proposed conditions.

Respectfully,

Samuel B. Nemirow
Assistant Secretary
United States Department of Commerce

ANNEX A

LIST OF CHINESE PORTS

1. Dalian
2. Qinhuangdao
3. Tianjin
4. Yantai
5. Qingdao
6. Lianyungang
7. Wenzhou
8. Shanghai
9. Ningbo
10. Fuzhou
11. Xiamen
12. Shantou
13. Shanwei
14. Huangpu
15 Guangzhou
16. Zhanjiang
17. Beihai
18. Haikou
19. Basuo
20. Shijiusuo (under construction)

ANNEX B

LIST OF UNITED STATES PORTS

1. Portland, Maine
2. Boston, Massachusetts
3. Fall River, Massachusetts
4. New York (New York and New Jersey ports of the Port of New York Authority), New York
5. Albany, New York
6. Philadelphia, Pennsylvania (including Camden, New Jersey)
7. Wilmington, Delaware
8. Baltimore, Maryland
9. Richmond, Virginia
10. Morehead City, North Carolina
11. Wilmington, North Carolina
12. Georgetown, South Carolina
13. Savannah, Georgia
14. Boca Grande, Florida
15. Port Everglades, Florida
16. Ponce, Puerto Rico
17. Tampa, Florida
18. Mobile, Alabama
19. Gulfport, Mississippi
20. New Orleans, Louisiana
21. Burnside, Louisiana
22. Baton Rouge, Louisiana
23. Orange, Texas
24. Beaumont, Texas
25. Port Arthur, Texas
26. Galveston, Texas
27. Houston, Texas
28. Corpus Christi, Texas
29. Brownsville, Texas
30. Anchorage, Alaska
31. Skagway, Alaska
32. Ketchikan, Alaska
33. Seattle, Washington
34. Bellingham, Washington
35. Longview, Washington
36. Everett, Washington
37. Tacoma, Washington
38. Portland (including Vancouver, Washington), Oregon
39. Astoria, Oregon
40. Coos Bay (including North Bend), Oregon
41. Eureka, California
42. Stockton, California
43. San Francisco (including Alameda, Oakland, Berkeley, Richmond), California
44. Sacramento, California

45. Los Angeles (including San Pedro, Wilmington, Terminal Island), California
46. Long Beach, California
47. Honolulu, Hawaii
48. Erie, Pennsylvania
49. Cleveland, Ohio
50. Toledo, Ohio
51. Bay City, Michigan
52. Chicago, Illinois
53. Kenosha, Wisconsin
54. Milwaukee, Wisconsin
55. Duluth, Minnesota/Superior, Wisconsin

[附件甲]

中华人民共和国对外开放的港口

大　连	厦　门
秦皇岛	汕　头
天　津	汕　尾
烟　台	黄　埔
青　岛	广　州
连云港	湛　江
上　海	北　海
温　州	海　口
宁　波	八　所
福　州	石臼所（正在建设，尚未开放）

系继续发展，在执行上述协定期间，对于本函附件中所列的港口名单，将定期予以审议，以便在这些名单上增加港口的数目。

我请求你对上述建议予以确认。”

我谨确认你来函的内容。

顺致最崇高的敬意。

中华人民共和国交通部外事局局长 董华武

一九八〇年九月　　日

美利坚合众国商务部助理部长萨米尔·纳米柔先生

亲爱的纳米柔先生：

我荣幸地收到了您今日的来函，内容如下：

“关于今天美利坚合众国政府和中华人民共和国政府之间缔结的海运协定，特别是该协定第二条，我荣幸地确认下列条件适用于一方船舶进入另一方的港口：

一、悬挂美利坚合众国国旗的船舶，按照外国船舶进入中国港口的有关规定，在七天前通知中华人民共和国有关当局后，可以进入本函附表（甲）所列的中华人民共和国对国际商船开放的所有港口。

二、悬挂中华人民共和国国旗的船舶，按照外国船舶进港的有关规定，可以进入美利坚合众国的港口。进入本函附件（乙）所列的美利坚合众国港口，需在四天前通知美利坚合众国有关当局。对于未列入附件（乙）的港口，至少需在拟进入这些港口七个工作日前告知美利坚合众国有关当局。兹谅解，进入这类港口通常将予应允，但美国当局出于国家安全理由可以拒绝。

三、兹进一步谅解，鉴于双方政府都期望我们两国关

TRANSLATION

September 17, 1980

Mr. Samuel B. Nemirow
Assistant Secretary
United States Department of Commerce

Dear Mr. Nemirow:

I have the honor to acknowledge the receipt of your letter dated today, the contents of which follow:

[For the English language text, see p. 3614.]

I confirm the above contents of your letter as correct.[1]

With my highest considerations,

Respectfully,

Dong Huamin
Director
Bureau of Foreign Affairs
Ministry of Communications
People's Republic of China

[1] Annex B appended to this letter is in the English language. For the English of annexes A and B, see pp. 3615–3617.

PANAMA

Highways: Construction of the Panama Segment of the Darien Gap Highway

Agreements amending the agreement of May 6, 1971.
Signed at Panama and Washington May 15, 1974;
Entered into force May 15, 1974;
Effective May 6, 1971.
And signed at Panama and Washington September 13, 1979;
Entered into force September 13, 1979.
And signed at Panama and Washington July 18, 1980;
Entered into force July 18, 1980.

AMENDMENT No. 1
to the
AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PANAMA FOR COOPERATION IN THE CONSTRUCTION OF THE PANAMA SEGMENT OF THE DARIEN GAP HIGHWAY [1]

This agreement entered into as of the sixth day of May 1971, by and between the Republic of Panama represented by its Minister of Public Works and the United States of America represented by its Secretary of Transportation is amended as provided below:

1.- Delete the second paragraph of Section III and substitute a new paragraph to read as follows:

" In computing construction engineering costs where liquidated damages are involved, the total construction engineering costs will be reduced by the amount of the liquidated damages. If following deduction the total cost of engineering exceeds the limiting percentage, the FHWA will only participate on the basis of the limitation; if after deducting liquidating damages the cost is less than the limiting percentage, the FHWA will only participate on the basis of the actual cost. "

This amendment shall be retroactive to May 6, 1971. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures to this Amendment this 15th day of May of 1974.

FOR THE GOVT. OF THE UNITED STATES OF AMERICA
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

[2]

Secretary of Transportation

ENMIENDA No. 1
al
ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE PANAMA PARA LA COOPERACION EN LA CONSTRUCCION DE LA PORCION EN PANAMA DE LA CARRETERA DEL TAPON DEL DARIEN

Este convenio célebrado el día seis de mayo 1971, por y entre la República de Panamá representada por su Ministro de Obras Públicas y los Estados Unidos de América representados por su Secretario de Transporte es enmendado como sigue:

1.- Se elimina el segundo párrafo de la Sección III y queda sustituido por un nuevo párrafo que lee como sigue:

" Al computar los costos de ingeniería de construcción en aquellos casos en los cuales se ha cobrado multa, el total de los costos de ingeniería de construcción será reducido por el monto de las multas. Si después de hecha la deducción el total de costo de ingeniería excede el porcentaje límite, la FHWA participará solamente hasta ese límite; si después de deducir las multas el costo es menor que el porcentaje límite, la FHWA participará solamente en el costo real. "

Esta enmienda será retroactiva al 6 de Mayo, 1971. Todos los demás términos y condiciones del Convenio quedarán en vigencia y efecto.

EN TESTIMONIO DE LO CUAL, los representantes de las partes contratantes firman esta Enmienda el día 15 de Mayo de 1974.

FOR THE GOVERNMENT OF PANAMA
POR EL GOBIERNO DE PANAMA

Arq. EDWIN B. FABREGA
Ministro de Obras Publicas

[1] TIAS 7111; 22 UST 602.
[2] Claude S. Brinegar.

AMENDMENT No. 2
to the
AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PANAMA FOR COOPERATION IN THE CONSTRUCTION OF THE PANAMA SEGMENT OF THE DARIEN GAP HIGHWAY

This agreement entered into as of the sixth day of May 1971, by and between the Republic of Panama represented by its Minister of Public Works and the United States of America represented by its Secretary of Transportation is amended as provided below:

1.- Delete paragraph II A-3 and substitute a new paragraph to read as follows:

"To provide a Division Engineer and (as deemed necessary by the FHWA) a Regional Engineer and support staff personnel who shall act under the direction of the Federal Highway Administrator in carrying out the responsibilities of the FHWA under this Agreement. The compensation and other expenses thereof shall be paid by the FHWA from highway funds reserved by the FHWA for this purpose. When the volume of work makes this desirable, officials may be assigned to represent the FHWA in more than one country. When so requested by the Government, the Division Engineer and staff and the Regional Engineer and staff will furnish technical advice and assistance and at all times will cooperate with the Government to achieve and maintain rapid and economical construction and to secure an early completion of the work."

2.- Delete paragraph II A-4 and substitute a new paragraph to read as follows:

ENMIENDA No. 2
al
ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE PANAMA PARA LA COOPERACION EN LA CONSTRUCCION DE LA PORCION EN PANAMA DE LA CARRETERA DEL TAPON DEL DARIEN

Este convenio celebrado el día seis de Mayo 1971, por y entre la República de Panamá representada por su Ministro de Obras Públicas y los Estados Unidos de América representados por su Secretario de Transporte es enmendado como sigue:

1.- Se elimina el párrafo II A-3 y queda sustituido por un nuevo párrafo que lee como sigue:

"Proveer un Ingeniero de División y un Ingeniero Regional y personal de sostenimiento (como considerado necesario por la FHWA) quienes actuarán bajo la dirección del Administrador Federal de Carreteras en llevar a cabo la responsabilidad de la FHWA bajo este Convenio. La remuneración y otros gastos que esto ocasione serán pagados por la FHWA de fondos viales reservados por la FHWA para este propósito. Cuando el volumen de trabajo lo haga deseable, se podrán asignar oficiales para representar la FHWA en más de un pais. Cuando el Gobierno asi lo solicite, el Ingeniero de División y su personal y el Ingeniero Regional y su personal suministrarán consultoría y asistencia técnica y en todo tiempo cooperarán con el Gobierno para lograr y mantener la rápida y económica construcción de la obra y asegurar su pronta terminación."

2.- Se elimina el párrafo II A-4 y queda sustituido por un nuevo párrafo que lee como sigue:

"To secure any additional personnel required to perform the duties of the FHWA as outlined in this Agreement. The compensation and other expenses of project employees other than the Division Engineer and Regional Engineer and staffs referred to above, shall be charged to project funds."

"Adquirir cualquier personal adicional necesario para llevar a cabo la labor de la FHWA de acuerdo con este Convenio. La remuneración y otros gastos de empleados del proyecto que no sean los del Ingeniero de División o el Ingeniero Regional y personal respectivo arriba mencionado seran cargados al proyecto."

This amendment shall be effective On September 13th, 1979

Esta enmienda será efectiva el 13 de Septiembre de 1979

All other terms and conditions of the Agreement shall remain in full force and effect.

Todos los otros términos y condiciones del Convenio quedarán en plena vigencia y efecto.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures to this Amendment this 13th day of September of 1979.

EN TESTIMONIO DE LO CUAL, los representantes de las partes contratantes firman esta Enmienda el día 13 de Septiembre de 1979.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

W. Graham Claytor [1]

Acting Secretary of Transportation

POR EL GOBIERNO DE PANAMA

Julio Mock C. [2]

Ministro de Obras Públicas

[1] W. Graham Claytor.
[2] Julio Mock C.

AMENDMENT NO. 3

TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PANAMA FOR COOPERATION IN THE CONSTRUCTION OF THE PANAMA SEGMENT OF THE DARIEN GAP HIGHWAY.

This Agreement entered into as of the sixth day of May 1971 by and between the Republic of Panama represented by its Minister of Public Works and the United States of America represented by its Secretary of Transportation is further amended as provided below:

1. At the end of paragraph A–2 of Section II, replace the period with a comma and add "following execution of a project agreement and the appropriation of applicable U.S. Funds."

2. Delete paragraph 2 of Section IV and substitute a new paragraph to read as follows:

"Where it is necessary to develop plans, specifications and estimates, a Project Agreement will be executed following program approval, and appropriation of funds for each project to cover preliminary engineering expenses corresponding to this work. Where plans, specifications and estimates for a project are already prepared, they will be submitted for the FHWA's final approval.

The approval of the plans, specifications and estimates to proceed with the advertisement of the work for contract by the FHWA, will not constitute a commitment to finance the two-

ENMIENDA NO. 3

AL CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE PANAMA PARA LA COOPERACION EN LA CONSTRUCCION DEL SEGMENTO DE PANAMA DE LA CARRETERA DEL TAPON DEL DARIEN.

Este Convenio celebrado el sexto dia de Mayo 1971 por y entre la República de Panamá, representada por su Ministro de Obras Públicas, y los Estados Unidos de América, representada por su Secretario de Transporte, es adicionalmente enmendado como sigue:

1. Al fin del párrafo A–2 de la Sección II, se reemplaza el punto por una coma y se agrega "despues de la ejecución de un acuerdo de proyecto y la asignación aplicable de fondos de los Estados Unidos."

2. Se suprime el párrafo 2 de la Sección IV y se sustituye un nuevo párrafo que lee como sigue:

"Donde es necesario desarrollar planos, especificaciones y estimados, un Acuerdo de Proyecto será ejecutado despues de la aprobación del programa, y la asignación de fondos para cada proyecto para cubrir los gastos de ingenieria preliminar correspondiente a este trabajo. Donde los planos, especificaciones y estimados para un proyecto ya estén preparados, estos serán sometidos a la aprobación final de la FHWA.

La aprobación de los planos, especificaciones y estimados para proceder a la licitación trabajo por contrato, no constituirá un compromiso por parte de la FHWA de financiar los dos ter-

thirds total cost of construction and of engineering based on Section III of this Agreement.

Such commitment to fund the U.S. share of the work will be by Project Agreement to be executed following appropriation of funds by the United States Congress considering any restrictions thereon. If funds are not appropriated by the United States Congress, there will be no obligation by the United States to fund the construction and engineering costs described in Section III of this Agreement."

3. Delete paragraph 3 of Section IV and substitute a new paragraph to read as follows:

"Following appropriation of U.S. funds, a Project Agreement will be entered into based on cost determined by contract unit prices or agreed force account unit prices plus the engineering cost as limited under Section III. In a case where a Project Agreement has been entered into for preliminary engineering a new project agreement shall be executed for the construction cost."

This Amendment shall be effective on July 18, 1980.

All other terms and conditions of the Agreement shall remain in full force and effect.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

NEIL GOLDSCHMIDT

cios del costo total de construcción y de ingenieria basado en la Seccion III de este Acuerdo.

Tal compromiso para financiar la participación de los Estados Unidos sobre el trabajo será por Acuerdo de Proyecto que ha de ser ejecutado despues de la asignación de fondos por el Congreso de los Estados Unidos considerando cualquier restricción al respecto. No habrá obligación de los Estados Unidos, si los fondos no son asignados por dicho Congreso para financiar la construcción y gastos de ingenieria descritos en la Sección III de este Acuerdo."

3. Se suprime el párrafo 3 de la Sección IV y se sustituye un nuevo párrafo que lee como sigue:

"Seguido a la asignación de los fondos de los Estados Unidos, un Acuerdo de Proyecto será celebrado basado en el costo determinado por precios unitarios de contrato o precios unitarios aprobados por administración, segun lo limitado bajo la Sección III. En caso que un Acuerdo de Proyecto haya sido celebrado para ingenieria preliminar, un nuevo acuerdo de proyecto será ejecutado para el costo de construcción."

Esta Enmienda se hará efectiva a partir del 18 de julio de 1980.

Todos los demás términos y condiciones del Convenio quedarán en plena vigencia y efecto.

POR EL GOBIERNO DE LA REPUBLICA DE PANAMA

JULIO MOCK C.

TIAS 10245

PAKISTAN

Finance: Consolidation and Rescheduling of Certain Debts

Agreements signed at Islamabad May 10, 1981;
Entered into force July 13, 1981;
And signed at Islamabad August 18, 1981;
Entered into force September 7, 1981;
And signed at Islamabad September 27, 1981;
Entered into force September 27, 1981.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE ISLAMIC REPUBLIC OF PAKISTAN
REGARDING THE CONSOLIDATION AND RESCHEDULING
OF CERTAIN DEBTS OWED TO THE
UNITED STATES GOVERNMENT
AND THE AGENCY FOR INTERNATIONAL DEVELOPMENT

The United States of America (the "United States") and the Islamic Republic of Pakistan ("Pakistan") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Memorandum of Understanding on Debt Relief for Pakistan, signed in Paris on January 14, 1981 among representatives of certain nations, including the United States, and agreed to by the representative of Pakistan, hereinafter referred to as the "Memorandum", and annexed hereto as Annex D, the United States and Pakistan hereby agree to consolidate and reschedule certain Pakistani debts which are owed to the United States or the Agency for International Development, as provided for in this Agreement.

2. This Agreement shall be implemented by two separate agreements (the "Implementing Agreements"), one between Pakistan and the United States, with respect to PL-480 Agreements,[1] and a second between Pakistan and the Agency for International Development, with respect to loans extended by that Agency.[2]

[1] See p. 3657.
[2] See p. 3641.
[Footnotes added by the Department of State.]

ARTICLE II

Definitions

1. "Contracts" means those agreements which have maturities falling due during the Consolidation Period and which relate to loans having a grant element of 25 percent or more that were extended to the Government of Pakistan by the United States or the Agency for International Development, which loans had original maturities of more than one year and were extended pursuant to an agreement concluded before July 1, 1980, excluding debt service resulting from previous consolidation agreements; such agreements are listed in Annex A.

2. "Debt" means the sum of principal and interest due and payable during the Consolidation Period with respect to the Contracts

3. "Consolidated Debt" means ninety percent of the dollar amount of such Debt. "Non-consolidated Debt" means the remaining ten percent of such Debt.

4. "Consolidation Period" means the period from January 15, 1981 through July 14, 1982.

"Interest" means interest on Consolidated Debt due and payable in accordance with the terms of this Agreement, and on any due and unpaid Interest accruing thereon. Interest shall begin to accrue at the rate set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Consolidated Debt, including any due but unpaid installments of the Consolidated Debt, until such outstanding balances are repaid in full. Interest shall also mean interest at the rate specified in Article III(1)(b) of this Agreement, which shall accrue on due but unpaid installments of Interest, beginning on the respective due dates for such Interest installments, as established by this Agreement, and continuing to accrue until such amounts are repaid in full.

ARTICLE III

Terms and Conditions of Payments

1. Pakistan agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt which amounts to approximately $105.5 million shall be repaid in twenty-eight equal and successive semi-annual installments of $3.8 million, plus Interest, commencing on January 1, 1992, with the final installment payable on July 1, 2005.

(b) The rate of Interest shall be 2.75 percent per calendar year on the outstanding balance of the Consolidated Debt and on any due and unpaid Interest accruing thereon. Interest shall be payable semi-annually on January 1 and July 1 of each year commencing on July 1, 1982.

(c) A table summarizing the amounts of the Consolidated Debt owed with respect to PL-480 Agreements and Agency for International Development loans is attached hereto as Annex B.

2. Pakistan agrees to pay the Non-consolidated Debt in United States dollars in accordance with the terms established in the Contracts.

(a) A table summarizing the amounts of Non-consolidated Debt owed with respect to PL-480 agreements and Agency for International Development loans is attached hereto as Annex C.

3. It is understood that adjustments may be made in the amounts of Consolidated and Non-consolidated Debt

specified in paragraphs 1 and 2 of this Article by the Implementing Agreements. In part, this may reflect disbursements on Debt during the Consolidation Period. Adjustments shall be made to the scheduled repayments commencing with July 1, 1982, pursuant to this Agreement, to reflect increased interest accrued and due during the Consolidation Period.

ARTICLE IV

General Provisions

1. Pakistan agrees to grant the United States and the Agency for International Development treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies with respect to the rescheduling, refinancing or provision of other equivalent measures regarding debts covered by the Memorandum.

2. Except as they may be modified by this Agreement or subsequent Implementing Agreements, all terms of the Contracts remain in full force and effect.

ARTICLE V

Entry Into Force

This Agreement shall enter into force upon receipt by Pakistan of written notice from the United States Government that all necessary legal requirements for entry into force of this Agreement have been fulfilled.[1]

Done at Islamabad, Pakistan, in duplicate, this 10th day of May, 1981.

FOR THE UNITED STATES OF AMERICA

Arthur W. Hummel Jr.[2]

FOR THE ISLAMIC REPUBLIC OF PAKISTAN

[3]

[1] July 13, 1981.
[2] Arthur W. Hummel, Jr.
[3] Ejaz Ahmad Naik.
[Footnotes added by the Department of State.]

ANNEX A

Loans Subject to Rescheduling

Agency for International Development

Loan Numbers

391-B-001	391-H-085	391-P-141
391-A-032	391-H-086	391-P-141A
391-H-039	391-H-087	391-P-141B
391-H-042	391-H-088	391-P-141C
391-H-045	391-H-090	391-P-141D
391-H-046	391-H-096	391-P-141E
391-H-052	391-H-102	391-P-141F
391-H-053	391-H-103	391-H-142
391-H-054	391-H-104	391-H-144
391-H-055	391-H-106	391-H-148
391-H-056	391-H-107	391-H-152
391-H-058	391-H-115	391-H-153
391-H-060	391-H-117	391-H-154
391-H-066	391-H-121	391-F-155
391-H-069	391-H-126	391-T-156
391-H-070	391-H-127	391-X-157
391-H-071	391-H-128	391-U-163
391-H-072	391-H-129	391-T-164
391-H-078	391-H-131	391-W-165
391-H-079	391-H-135	391-T-166
391-H-080	391-H-140	391-T-172
391-H-083	391-H-141A	391-U-173
391-H-084	391-H-141B	391-U-173A

PL-480

Agreements Dated:

August 3, 1967	September 21, 1972
December 26, 1967	September 10, 1973
May 16, 1968	November 23, 1974
July 3, 1969	August 7, 1975
October 3, 1969	December 29, 1976
January 10, 1970	December 22, 1977
November 25, 1970	January 24, 1979
March 18, 1972	March 25, 1980

ANNEX B

Summary of Consolidated Debt*
(millions of U.S. dollars)

Agency for International Development	81.7
PL-480	23.8
TOTAL	105.5

* Data are rounded and subject to revision per Article III, Paragraph 3.

ANNEX C

Summary of Non-Consolidated Debt*
(millions of U.S. dollars)

Agency for International Development	9.1
PL-480	2.6
TOTAL	11.7

* Data are rounded and subject to revision per Article III, Paragraph 3.

Annex D

MEMORANDUM OF UNDERSTANDING ON DEBT RELIEF FOR PAKISTAN

I PREAMBLE

1. Representatives of the Governments of Belgium, Canada, France, Federal Republic of Germany, Italy, Japan, the Netherlands, United Kingdom and United States of America, hereinafter referred to as "Participating Creditor Countries", met in Paris on January 13 and 14, 1981, with representatives of the Government of Pakistan in a special meeting of the Pakistan Consortium to examine the question of debt relief for Pakistan. Representatives of the World Bank and the International Monetary Fund, and observers of the Governments of Sweden and Switzerland, the Secretariat of the UNCTAD, and the Organization for Economic Cooperation and Development, also attended the meeting. The meeting, convened by the World Bank in its capacity as Chairman of the Pakistan Consortium, was chaired by Mr. Michel Camdessus of the French Ministry of the Economy.

2. The Pakistan Delegation outlined the reform program adopted by Pakistan, in the context of its recently-concluded Extended Fund Facility Agreement with the IMF, to address the structural problems of the economy and the case for debt rescheduling to support the implementation of this program. Statements by the representatives of the World Bank and IMF and by the observer of UNCTAD also drew attention to recent improvements in Pakistan's economic policies, the continued financial difficulties faced by the Government and the requirement for additional external financial assistance.

3. The representatives of the Governments of the participating creditor countries expressed their satisfaction with the economic reform program adopted by the Government of Pakistan and stressed the importance which they attach to the continuing and full implementation of the program.

II RECOMMENDATIONS

1. Mindful of the economic difficulties faced by Pakistan, the representatives of the participating creditor countries agreed to recommend to their Governments or appropriate governmental institutions that they provide, through rescheduling or refinancing, or any equivalent measures acceptable to the Government of Pakistan, debt relief for Pakistan's debt on the following terms:

Debts concerned

2. The debt service ("the debts") to which this reorganization will apply is that resulting from concessional loans - that is, loans having a grant element of 25% or more - from Governments or agencies of the participating creditor countries to the Government of Pakistan which loans had original maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1980, excluding debt service resulting from previous consolidation agreements.

Terms of the consolidation

3.a) 90% of the principal and interest of payments originally due from January 15, 1981 through July 14, 1982 (the "reorganization period") on the debts will be rescheduled or refinanced.

b) The repayment schedule (grace period and duration) and interest rate to be paid in respect of this reorganization will be determined bilaterally between the Government of Pakistan and the Government of each participating creditor country so as to reach in each case an overall grant element of 55%.

General Terms

4.a) The Government of Pakistan will promptly approach all other creditor countries with a view to negotiating rescheduling or refinancing arrangements or equivalent measures acceptable to the Government of Pakistan on comparable obligations and will accord to each of the participating countries treatment no less favourable than that which it may accord to any other creditor country for the consolidation of such debts.

b) The participating creditor countries will deposit with the World Bank and will make available, upon the request of another participating creditor country, a copy of its bilateral agreement with the Government of Pakistan which implements this Memorandum of Understanding. The Government of Pakistan achnowledges this arrangement.

c) Each of the participating creditor countries will promptly indicate to the World Bank the date of the signature of its bilateral agreement, the interest rates and repayment terms and the amounts of debts involved, and the Bank will circulate to the participating creditor countries the information so received. The Government of Pakistan acknowledges this arrangement.

d) The Government of Pakistan accepts the arrangements for debt relief described above and,subject to that relief, will ensure continuing payments upon all debt due to the participating creditor countries.

e) In eighteen months the participating creditor countries would be willing to consider, in the light of the prevailing circumstances, a request by the Government of Pakistan to meet again on the issue.

Implementation

5. The detailed arrangements for the rescheduling or refinancing of the debts will be determined by bilateral agreements to be concluded by the Government of each participating creditor country with the Government of Pakistan on the basis of the following principles :

a) The Government of each participating creditor country will :

- reschedule the payments on the debts due under existing payment schedules during the reorganization period with the above mentioned grant element, or

- refinance the debts due under existing payment schedules during the reorganization period by placing new funds at the disposal of Pakistan at the same time and to reach the above mentioned grant element, or

- adopt equivalent measures acceptable to the Government of Pakistan.

b) All other matters involving the rescheduling or the refinancing of the debts will be set forth in the bilateral agreements.

c) The Governments of each of the participating countries and of the Government of Pakistan will initiate bilateral negotiations at the earliest opportunity and conduct them on the basis of the principles set forth herein.

Done in Paris this 14th day
of January, 1981

On behalf of Participating
Creditor Countries

Mr. Michel Camdessus,
Chairman of the Special Meeting

On behalf of the Government
of Pakistan

Mr. Ejaz Ahmad Naik,
Secretary, Economic Affairs

As Chairman of the Consortium
The Representative of the World Bank

Mr. Michael H. Wiehen,
Director,
South Asia Regional Office

IMPLEMENTING AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE PRESIDENT OF THE ISLAMIC REPUBLIC OF PAKISTAN REGARDING THE CONSOLIDATION AND RESCHEDULING OF CERTAIN DEBTS OWED TO THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Implementing Agreement dated August 18, 1981 by and between the United States of America, acting through the Agency for International Development ("A.I.D.") and the Islamic Republic of Pakistan.

Whereas, the Government of the United States acting through A.I.D., has made certain loans to the Islamic Republic of Pakistan ("Pakistan") ;

Whereas, an understanding on consolidation and rescheduling of certain Pakistan debts was reached on January 14, 1981 ("Memorandum"), among representatives of certain nations, including the United States, and agreed to by the representative of Pakistan;

Whereas, the Government of the United States and the Government of Pakistan have agreed to rescheduling arrangements pursuant to an agreement regarding the consolidation and rescheduling of certain debts owed to the United States or A.I.D., dated the 10th of May, 1981 (the "Rescheduling Agreement") ; and

Whereas the Rescheduling Agreement is to be implemented by separate agreements (the "Implementing Agreements") between Pakistan and the United States and A.I.D.;

Now therefore, the parties hereto agree as follows:

ARTICLE I.

Definitions

1. "Contracts" means those agreements which have maturities falling due during the Consolidation Period and which relate to loans having a grant element of 25 percent or more that were extended to the Government of Pakistan by the Agency for International Development, which loans had original maturities of more than one year and where extended pursuant to an agreement concluded before July 1, 1980, excluding debt service resulting from previous consolidation agreements; such agreements are listed in Annex A.

2. "Debt" means the sum of principal and interest due and payable during the Consolidation Period with respect to the Contracts.

3. "Consolidated Debt" means ninety percent of the dollar amount of such Debt. "Non-consolidated Debt" means the remaining ten percent of such Debt.

4. "Consolidated Period" means the period from January 15, 1981 through July 14, 1982.

5. "Interest" means interest on Consolidated Debt due and payable in accordance with the terms of this Agreement, and on any due and unpaid Interest accruing thereon. Interest shall begin to accrue at the rate set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Consolidated Debt, including any due but unpaid installments of the Consolidated Debt, until such outstanding balances are repaid in full. Interest shall also mean interest at the rate specified in Article II (1) (b) of this Agreement, which shall accrue on due but unpaid installments if Interest, beginning on the respective due dates for such Interest installments, as established by this Agreement, and continuing to accrue until such amounts are repaid in full.

ARTICLE II.

Terms and Conditions of Payments

1. Pakistan agrees to repay to A.I.D. the Consolidated Debt as set forth in Annex B in accordance with the following terms and conditions:

(a) The Consolidated Debt which amounts to approximately $82.1 million shall be repaid in twenty eight equal and successive semi-annual installments of approximately $2.9 million, plus Interest, commencing on January 1, 1992, with the final installment payable on July 1, 2005.

(b) The rate of Interest shall be 2.75 percent per calendar year on the outstanding balance of the Consolidated Debt and on any due and unpaid Interest accruing thereon. Interest shall be payable semi-annually on January 1 and July 1 of each year commencing on July 1, 1982.

2. Pakistan agrees to pay the Non-consolidated Debt as set forth in Annex B in accordance with the terms established in the Contracts.

ARTICLE III.

General Provisions

1. Except as they may be modified by this Agreement or subsequent Implementing Agreements, all terms and conditions of the Contracts including, but not limited to, events of default and remedies upon default, remain in full force and effect.

2. To the extent that the Rescheduling Agreement is not superseded by this Agreement, it shall remain in full force and effect.

3. The payments provided for in this Agreement are subject to adjustment in accordance with the terms of the Rescheduling Agreement. In part, these adjustments may reflect disbursements on Debt during the Consolidation Period. Adjustments shall be made to the scheduled repayments commencing with July 1, 1982, pursuant to the

Rescheduling Agreement to reflect increased interest accrued and due during the Consolidation Period.

4. Except as A.I.D. may otherwise specify in writing, all payments made hereunder shall be in U.S. dollars and shall be made via electronic funds transfer to the Federal Reserve Bank, 33 Liberty Street, New York, N.Y. 10045.

5. The conditions precedent to the effectiveness of this Agreement are:

A. This Agreement shall enter into force when A.I.D. notifies the Government of the Islamic Republic of Pakistan in writing that domestic United States laws and regulations covering debt rescheduling have been complied with.[1]

B. This receipt by A.I.D., in form and substance satisfactory to A.I.D., of an opinion of the Ministry of Law and Parliamentary Affairs (Law Division) Government of Pakistan, to the effect that this Agreement has been duly authorized or ratified by and executed on behalf of Pakistan and that it constitutes a valid and legally binding obligation of Pakistan in accordance with all of its terms.

If, after sixty (60) days from the date hereof, or such later date as mutually agreed upon in writing, the above conditions precedent shall not have been fulfilled, this Agreement shall be null and void. A.I.D. shall notify Pakistan upon its determination that the conditions precedent have been fulfilled.

In witness whereof, the undersigned, being duly authorized for this purpose, have signed this Agreement.

Done at Islamabad, Pakistan, in duplicate, this 18th day of August 1981.

Bryant George	M. Lutfullah
FOR THE UNITED STATES OF AMERICA	FOR THE ISLAMIC REPUBLIC OF PAKISTAN

[1] Sept. 7, 1981. [Footnote added by the Department of State.]

ANNEX A

Loans Subject to Rescheduling

Agency for International Development

Loan Numbers

391–B–001	391–H–085	391–P–141
391–A–032	391–H–086	391–P–141A
391–H–039	391–H–087	391–P–141B
391–H–042	391–H–088	391–P–141C
391–H–045	391–H–090	391–P–141D
391–H–046	391–H–096	391–P–141E
391–H–052	391–H–102	391–P–141F
391–H–053	391–H–103	391–H–142
391–H–054	391–H–104	391–H–144
391–H–055	391–H–106	391–H–148
391–H–056	391–H–107	391–H–152
391–H–058	391–H–115	391–H–153
391–H–060	391–H–117	391–H–154
391–H–066	391–H–121	391–F–155
391–H–069	391–H–126	391–T–156
391–H–070	391–H–127	391–X–157
391–H–071	391–H–128	391–U–163
391–H–072	391–H–129	391–T–164
391–H–078	391–H–131	391–W–165
391–H–079	391–H–135	391–T–166
391–H–080	391–H–140	391–T–172
391–H–083	391–H–141A	391–U–173
391–H–084	391–H–141B	391–U–173A

PAKISTAN DEBT RESCHEDULING

Between 1-15-81 and 7-14-82

ANNEX B

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Consolidated Debt (90%) Interest	Consolidated Debt (90%) Total	Non-Consolidated Debt (10%) Principal	Non-Consolidated Debt (10%) Interest	Non-Consolidated Debt (10%) Total
391-B-001	3-15-81	303,308.81	57,614.95	360,923.76	272,977.93	51,853.46	324,831.39	30,330.88	5,761.50	36,092.38
	9-15-81	307,100.18	53,823.58	360,923.76	276,390.16	48,441.22	324,831.38	30,710.02	5,382.36	36,092.38
	3-15-82	310,938.93	49,984.83	360,923.76	279,845.04	44,986.35	324,831.39	31,093.89	4,998.48	36,092.37
	Total	921,347.92	161,423.36	1,082,771.28	829,213.13	145,281.03	974,494.16	92,134.79	16,142.34	108,277.13
391-A-032	7-6-81	45,081.06	38,815.79	83,896.85	40,572.95	34,934.21	75,507.16	4,508.11	3,881.58	8,389.69
	1-6-82	45,644.57	38,252.28	83,896.85	41,080.11	34,427.05	75,507.16	4,564.46	3,825.23	8,389.69
	7-6-82	46,215.13	37,681.72	83,896.85	41,593.62	33,913.55	75,507.17	4,621.51	3,768.17	8,389.68
	Total	136,940.76	114,749.79	251,690.55	123,246.68	103,274.81	226,521.49	13,694.08	11,474.98	25,169.06
391-H-039	6-14-81	1,448,468.79	232,825.09	1,681,293.88	1,303,621.91	209,542.58	1,513,164.49	144,846.88	23,282.51	168,129.39
	12-14-81	1,448,468.79	227,393.33	1,675,862.12	1,303,621.91	204,654.00	1,508,275.91	144,846.88	22,739.33	167,586.21
	6-14-82	1,448,468.79	221,961.57	1,670,430.36	1,303,621.91	199,765.41	1,503,387.32	144,846.88	22,196.16	167,043.04
	Total	4,345,406.37	682,179.99	5,027,586.36	3,910,865.73	613,961.99	4,524,827.72	434,540.64	68,218.00	502,758.64
391-H-042	5-1-81	298,440.24	50,361.79	348,802.03	268,596.22	45,325.61	313,921.83	29,844.02	5,036.18	34,880.20
	11-1-81	298,440.24	49,242.64	347,682.88	268,596.22	44,318.38	312,914.59	29,844.03	4,924.26	34,768.29
	5-1-82	298,440.24	48,123.49	346,563.73	268,596.21	43,311.14	311,907.36	29,844.02	4,812.35	34,656.37
	Total	895,320.72	147,727.92	1,043,048.64	805,788.65	132,955.13	938,743.78	89,532.07	14,772.79	104,304.86
391-H-045	4-1-81	339,340.28	60,751.82	400,092.10	305,406.25	54,676.64	360,082.89	33,934.03	6,075.18	40,009.21
	10-1-81	340,612.80	59,479.30	400,092.10	306,551.52	53,531.37	360,082.89	34,061.28	5,947.93	40,009.21
	4-1-82	341,890.10	58,202.00	400,092.10	307,701.09	52,381.80	360,082.89	34,189.01	5,820.20	40,009.21
	Total	1,021,843.18	178,433.12	1,200,276.30	919,658.86	160,589.81	1,080,248.67	102,184.32	17,843.31	120,027.63
391-H-046	4-29-81	634,877.16	113,411.48	748,288.64	571,389.44	102,070.33	673,459.77	63,487.72	11,341.15	74,828.87
	10-29-81	637,257.95	111,030.69	748,288.64	573,532.16	99,927.62	673,459.78	63,725.79	11,103.07	74,828.86
	4-29-82	639,647.67	108,640.97	748,288.64	575,682.90	97,776.87	673,459.77	63,964.77	10,864.10	74,828.87
	Total	1,911,782.78	333,083.14	2,244,865.92	1,720,604.50	299,774.82	2,020,379.32	191,178.28	33,308.32	224,486.60
Page Total		9,232,641.73	1,617,597.32	10,850,239.05	8,309,377.55	1,455,837.59	9,765,215.14	923,264.18	161,759.74	1,085,023.92

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Consolidated Debt (90%) Interest	Consolidated Debt (90%) Total	Non-Consolidated Debt (10%) Principal	Non-Consolidated Debt (10%) Interest	Non-Consolidated Debt (10%) Total
391-H-052	5-15-81	2,780.76	490.11	3,270.87	2,502.68	441.10	2,943.78	278.07	49.01	327.08
	11-15-81	2,780.76	479.68	3,260.44	2,502.69	431.71	2,934.40	278.08	47.97	326.05
	5-15-82	2,780.76	469.25	3,250.01	2,502.68	422.33	2,925.01	278.08	46.92	325.00
	Total	8,342.28	1,439.04	9,781.32	7,508.05	1,295.14	8,803.19	834.23	143.90	978.13
391-H-053	6-2-81	18,871.87	3,184.63	22,056.50	16,984.68	2,866.17	19,850.85	1,887.19	318.46	2,205.65
	12-2-81	18,871.87	3,113.86	21,985.73	16,984.69	2,802.47	19,787.16	1,887.18	311.39	2,198.57
	6-2-82	18,871.87	3,043.09	21,914.96	16,984.68	2,738.78	19,723.46	1,887.19	304.31	2,191.50
	Total	56,615.61	9,341.58	65,957.19	50,954.05	8,407.42	59,361.47	5,661.56	934.16	6,595.72
391-H-054	2-5-81	18,384.81	3,309.27	21,694.08	16,546.33	2,978.34	19,524.67	1,838.48	330.93	2,169.41
	8-5-81	18,384.81	3,240.32	21,625.13	16,546.33	2,916.29	19,462.62	1,838.48	324.03	2,162.51
	2-5-82	18,384.81	3,171.38	21,556.19	16,546.33	2,854.24	19,400.57	1,838.48	317.14	2,155.62
	Total	55,154.43	9,720.97	64,875.40	49,638.99	8,748.87	58,387.86	5,515.44	972.10	6,487.54
391-H-055	3-23-81	153,457.86	27,046.95	180,504.81	138,112.07	24,342.26	162,454.33	15,345.79	2,704.69	18,050.48
	9-23-81	153,457.86	26,471.48	179,929.34	138,112.08	23,824.33	161,936.41	15,345.78	2,647.15	17,992.93
	3-23-82	153,457.86	25,896.01	179,353.87	138,112.07	23,306.41	161,418.48	15,345.79	2,589.60	17,935.39
	Total	460,373.58	79,414.44	539,788.02	414,336.22	71,473.00	485,809.22	46,037.36	7,941.44	53,978.80
391-H-056	5-27-81	484,430.29	81,158.31	565,588.60	435,987.26	73,042.48	509,029.74	48,443.03	8,115.83	56,558.86
	11-27-81	484,430.29	79,341.70	563,771.99	435,987.26	71,407.53	507,394.79	48,443.03	7,934.17	56,377.20
	5-27-82	484,430.29	77,525.09	561,955.38	435,987.26	69,772.58	505,759.84	48,443.03	7,752.51	56,195.54
	Total	1,453,290.87	238,025.10	1,691,315.97	1,307,961.78	214,222.59	1,522,184.37	145,329.09	23,802.51	169,131.60
391-H-058	6-15-81	4,608.14	812.18	5,420.32	4,147.33	730.96	4,878.29	460.81	81.22	542.03
	12-15-81	4,608.14	794.90	5,403.04	4,147.33	715.41	4,862.74	460.81	79.49	540.30
	6-15-82	4,608.14	777.62	5,385.76	4,147.32	699.86	4,847.18	460.82	77.76	538.58
	Total	13,824.42	2,384.70	16,209.12	12,441.98	2,146.23	14,588.21	1,382.44	238.47	1,620.91
Page Total		2,047,601.19	340,325.83	2,387,927.02	1,842,841.07	306,293.25	2,149,134.32	204,760.12	34,032.58	238,792.70

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Interest	Total	Non-Consolidated Debt (10%) Principal	Interest	Total
391-H-060	3-23-81	9,450.25	1,771.92	11,222.17	8,505.22	1,594.73	10,099.95	945.03	177.19	1,122.22
	9-23-81	9,450.25	1,736.48	11,186.73	8,505.23	1,562.83	10,068.06	945.02	173.65	1,118.67
	3-23-82	9,450.25	1,701.04	11,151.29	8,505.22	1,530.94	10,036.16	945.03	170.10	1,115.13
	Total	28,350.75	5,209.44	33,560.19	25,515.67	4,688.50	30,204.17	2,835.08	520.94	3,356.02
391-H-066	6-2-81	1,122,859.08	189,154.01	1,312,013.09	1,010,573.17	170,238.61	1,180,811.78	112,285.91	18,915.40	131,201.31
	12-2-81	1,122,859.08	184,943.29	1,307,802.37	1,010,573.17	166,448.96	1,177,022.13	112,285.91	18,494.33	130,780.24
	6-2-82	1,122,859.08	180,732.57	1,303,591.65	1,010,573.17	162,659.31	1,173,232.48	112,285.91	18,073.26	130,359.17
	Total	3,368,577.24	554,829.87	3,923,407.11	3,031,719.51	499,346.88	3,531,066.39	336,857.73	55,482.99	392,340.72
391-H-069	3-28-81	91,527.16	16,474.89	108,002.05	82,374.44	14,827.40	97,201.84	9,152.71	1,647.49	10,800.20
	9-28-81	91,527.16	16,131.66	107,658.82	82,374.44	14,518.49	96,892.93	9,152.72	1,613.17	10,765.89
	3-28-82	91,527.16	15,788.43	107,315.59	82,374.44	14,209.59	96,584.03	9,152.72	1,578.84	10,731.56
	Total	274,581.48	48,394.98	322,976.46	247,123.32	43,555.48	290,678.80	27,458.15	4,839.50	32,297.65
391-H-070	5-25-81	228,037.74	41,026.12	269,063.86	205,233.96	36,923.51	242,157.47	22,803.77	4,102.61	26,906.38
	11-25-81	228,037.74	40,170.98	268,208.72	205,233.97	36,153.88	241,387.85	22,803.77	4,017.10	26,820.87
	5-25-82	228,037.74	39,315.84	267,353.58	205,233.96	35,384.26	240,618.22	22,803.78	3,931.58	26,735.36
	Total	684,113.22	120,512.94	804,626.16	615,701.89	108,461.65	724,163.54	68,411.32	12,051.29	80,462.61
391-H-071	5-24-81	21,508.70	3,952.22	25,460.92	19,357.83	3,557.00	22,914.83	2,150.87	395.22	2,546.09
	11-24-81	21,508.70	3,871.57	25,380.27	19,357.83	3,484.41	22,842.24	2,150.87	387.16	2,538.03
	5-24-82	21,508.70	3,790.91	25,299.61	19,357.83	3,411.82	22,769.65	2,150.87	379.09	2,529.96
	Total	64,526.10	11,614.70	76,140.80	58,073.49	10,453.23	68,526.72	6,452.61	1,161.47	7,614.08
391-H-072	4-2-81	76,606.92	14,076.52	90,683.44	68,946.23	12,668.87	81,615.10	7,660.69	1,407.65	9,068.34
	10-2-81	76,606.92	13,789.25	90,396.17	68,946.23	12,410.32	81,356.55	7,660.69	1,378.93	9,039.62
	4-2-82	76,606.92	13,501.97	90,108.89	68,946.23	12,151.77	81,098.00	7,660.69	1,350.20	9,010.89
	Total	229,820.76	41,367.74	271,188.50	206,838.69	37,230.96	244,069.65	22,982.07	4,136.78	27,118.85
Page Total		4,649,969.55	781,929.67	5,431,899.22	4,184,972.57	703,736.70	4,888,709.27	464,996.96	78,192.97	543,189.93

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Consolidated Debt (90%) Interest	Consolidated Debt (90%) Total	Non-Consolidated Debt (10%) Principal	Non-Consolidated Debt (10%) Interest	Non-Consolidated Debt (10%) Total
391-H-078	1-25-81	35,712.75	22,440.05	58,152.80	32,141.48	20,196.04	52,337.52	3,571.28	2,244.00	5,815.28
	7-25-81	36,069.88	22,082.92	58,152.80	32,462.89	19,874.63	52,337.52	3,606.99	2,208.29	5,815.28
	1-25-82	36,430.58	21,722.22	58,152.80	32,787.52	19,550.00	52,337.52	3,643.06	2,172.22	5,815.28
	Total	108,213.21	66,245.19	174,458.40	97,391.89	59,620.67	157,012.56	10,821.33	6,624.51	17,445.84
391-H-079	6-28-81	22,910.66	14,768.94	37,679.60	20,619.59	13,292.05	33,911.64	2,291.07	1,476.89	3,767.96
	12-28-81	23,139.77	14,539.83	37,679.60	20,825.79	13,085.85	33,911.64	2,313.98	1,453.98	3,767.96
	6-28-82	23,371.16	14,308.44	37,679.60	21,034.04	12,877.60	33,911.64	2,337.12	1,430.84	3,767.96
	Total	69,421.59	43,617.21	113,038.80	62,479.42	39,255.50	101,734.92	6,942.17	4,361.71	11,303.88
391-H-080	1-31-81	1,354,350.91	827,624.66	2,181,975.57	1,218,915.82	744,862.19	1,963,778.01	135,435.09	82,762.47	218,197.56
	7-31-81	1,367,894.42	814,081.15	2,181,975.57	1,231,104.98	732,673.03	1,963,778.01	136,789.44	81,408.12	218,197.56
	1-31-82	1,381,573.36	800,402.20	2,181,975.56	1,243,416.02	720,361.98	1,963,778.00	138,157.34	80.040.22	218.197.56
	Total	4,103,818.69	2,442,108.01	6,545,926.70	3,693,435.82	2,197,897.20	5,891,334.02	410,381.87	244,210.81	654,592.68
391-H-083	3-17-81	216,568.60	136,080.52	352,649.12	194,911.74	122,472.47	317,384.21	21,656.86	13,608.05	35,264.91
	9-17-81	218,734.29	133,914.83	352,649.12	196,860.86	120,523.35	317,384.21	21,873.43	13,391.48	35,264.91
	3-17-82	220,921.63	131,727.49	352,649.12	198,829.47	118,554.74	317,384.21	22,092.16	13,172.75	35,264.91
	Total	656,224.52	401,722.84	1,057,947.36	590,602.07	361,550.56	952,152.63	65,622.45	40.172.28	105,794.73
391-H-084	6-9-81	52,827.67	32,872.40	85,700.07	47,544.90	29,585.16	77,130.06	5,282.77	3,287.24	8,570.01
	12-9-82	53,355.94	32,344.12	85,700.06	48,020.35	29,109.71	77,130.06	5,335.59	3,234.41	8,570.00
	6-9-82	53,889.50	31,810.56	85,700.06	48,500.55	28,629.50	77,130.05	5,388.95	3,181.06	8,570.01
	Total	160,073.11	97,027.08	257,100.19	144,065.80	87,324.37	231,390.17	16,007.31	9,702.71	25,710.02
391-H-085	4-20-81	98,533.30	65,138.20	163,671.50	88,679.97	58,624.38	147,304.35	9,853.33	6,513.82	16,367.15
	10-20-81	99,518.63	64,152.87	163,671.50	89,566.77	57,737.58	147,304.35	9,951.86	6,415.29	16,367.15
	4-20-82	100,513.82	63,157.68	163,671.50	90,462.44	56,841.91	147,304.35	10,051.38	6,315.77	16,367.15
	Total	298,565.75	192,448.75	491,014.50	268,709.18	173,203.87	441,913.05	29,856.57	19,244.88	49,101.45
Page Total		5,396,316.87	3,243,169.08	8,639,485.95	4,856,685.18	2,918,852.17	7,775,537.35	539,631.70	324,316.90	863,948.60

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Consolidated Debt (90%) Interest	Consolidated Debt (90%) Total	Non-Consolidated Debt (10%) Principal	Non-Consolidated Debt (10%) Interest	Non-Consolidated Debt (10%) Total
391-H-086	5-10-81	59,201.06	37,198.89	96,399.95	53,280.95	33,479.00	86,759.95	5,920.10	3,719.89	9,639.99
	11-10-81	59,793.07	36,606.88	96,399.95	53,813.76	32,946.19	86,759.95	5,979.31	3,660.69	9,639.00
	5-10-82	60,391.00	36,008.95	96,399.95	54,351.90	32,408.05	86,759.95	6,039.10	3,600.89	9,639.99
	Total	179,385.13	109,814.72	289,199.85	161,446.61	98,833.24	260,279.85	17,938.51	10,981.47	28,919.98
391-H-087	3-25-81	142,214.31	103,606.62	245,820.93	127,992.88	93,245.96	221,238.84	14,221.43	10,360.66	24,582.09
	9-25-81	143,636.46	102,184.47	245,820.93	129,272.81	91,966.02	221,238.83	14,363.65	10,218.45	24,582.10
	3-25-82	145,072.82	100,748.11	245,820.93	130,565.54	90,673.30	221,238.84	14,507.28	10,074.81	24,582.09
	Total	430,923.59	306,539.20	737,462.79	387,831.23	275,885.28	663,716.51	43,092.36	30,653.92	73,746.28
391-H-088	6-23-81	78,429.47	51,848.01	130,277.48	70,586.52	46,663.21	117,249.73	7,842.95	5,184.80	13,027.75
	12-23-81	79,213.77	51,063.71	130,277.48	71,292.39	45,957.34	117,249.73	7,921.38	5,106.37	13,027.75
	6-23-82	80,005.90	50,271.58	130,277.48	72,005.31	45,244.42	117,249.73	8,000.59	5,027.16	13,027.75
	Total	237,649.14	153,183.30	390,832.44	213,884.22	137,864.97	351,749.19	23,764.92	15,318.33	39,083.25
391-H-090	6-20-81	163,301.98	105,269.65	268,571.63	146,971.78	94,742.68	241,714.46	16,330.20	10,526.96	26,857.16
	12-20-81	164,935.00	103,636.63	268,571.63	148,441.50	93,272.97	241,714.47	16,493.50	10,363.66	26,857.16
	6-20-82	166,584.35	101,987.28	268,571.63	149,925.92	91,788.55	241,714.47	16,658.44	10,198.73	26,857.17
	Total	494,821.33	310,893.56	805,714.89	445,339.20	279,804.20	725,143.40	49,482.14	31,089.35	80,571.49
391-H-096	7-14-81	1,896,720.13	1,146,578.88	3,043,299.01	1,707,048.12	1,031,920.99	2,738,969.11	189,672.01	114,657.89	304,329.90
	1-14-82	1,915,687.34	1,127,611.68	3,043,299.02	1,724,118.61	1,014,850.51	2,738,969.12	191,568.73	112,761.17	304,329.90
	7-14-82	1,934,844.21	1,108,454.81	3,043,299.02	1,741,359.79	997,609.33	2,738,969.12	193,484.42	110,845.48	304,329.90
	Total	5,747,251.68	3,382,645.37	9,129,897.05	5,172,526.52	3,044,380.83	8,216,907.35	574,725.16	338,264.54	912,989.70
391-H-102	6-6-81	86,554.20	78,402.61	164,956.81	77,898.78	70,562.35	148,461.13	8,655.42	7,840.26	16,495.68
	12-6-81	87,636.13	77,320.68	164,956.81	78,872.52	69,588.61	148,461.13	8,763.61	7,732.07	16,495.68
	6-6-82	88,731.58	76,225.23	164,956.81	79,858.42	68,602.71	148,461.13	8,873.16	7,622.52	16,495.68
	Total	262,921.91	231,948.52	494,870.43	236,629.72	208,753.67	445,383.39	26,292.19	23,194.85	49,487.04
Page Total		7,352,952.78	4,495,024.67	11,847,977.45	6,617,657.50	4,045,522.19	10,663,179.69	735,295.28	449,502.46	1,184,797.74

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Consolidated Debt (90%) Interest	Consolidated Debt (90%) Total	Non-Consolidated Debt (10%) Principal	Non-Consolidated Debt (10%) Interest	Non-Consolidated Debt (10%) Total
391-H-103	1-24-81	6,573.66	6,444.03	13,017.69	5,916.29	5,799.63	11,715.92	657.37	644.40	1,301.77
	7-24-81	6,655.83	6,361.86	13,017.69	5,990.25	5,725.67	11,715.92	665.58	636.19	1,301.77
	1-24-82	6,739.03	6,278.66	13,017.69	6,065.13	5,650.79	11,715.92	673.90	627.87	1,301.77
	Total	19,968.52	19,084.55	39,053.07	17,971.67	17,176.09	35,147.76	1,996.85	1,908.46	3,905.31
391-H-104	3-13-81	32,523.73	29,526.31	62,050.04	29,271.36	26,573.68	55,845.04	3,252.37	2,952.63	6,205.00
	9-13-81	32,930.28	29,119.76	62,050.04	29,637.25	26,207.78	55,845.03	3,293.03	2,911.98	6,205.01
	3-13-82	33,341.91	28,708.13	62,050.04	30,007.72	25,837.32	55,845.04	3,334.19	2,870.81	6,205.00
	Total	98,795.92	87,354.20	186,150.12	88,916.33	78,618.78	167,535.11	9,879.59	8,735.42	18,615.01
391-H-106	3-13-81	58,454.41	54,461.21	112,915.62	52,608.97	49,015.09	101,624.06	5,845.44	5,446.12	11,291.56
	9-13-81	59,185.09	53,730.53	112,915.62	53,266.58	48,357.48	101,624.06	5,918.51	5,373.05	11,291.56
	3-13-82	59,924.91	52,990.71	112,915.62	53,932.42	47,691.64	101,624.06	5,992.49	5,299.07	11,291.56
	Total	177,564.41	161,182.45	338,746.86	159,807.97	145,064.21	304,872.18	17,756.44	16,118.24	33,874.68
391-H-107	3-20-81	72,248.58	67,313.04	139,561.62	65,023.72	60,581.74	125,605.46	7,224.86	6,731.30	13,956.16
	9-20-81	73,151.68	66,409.94	139,561.62	65,836.51	59,768.95	125,605.46	7,315.17	6,640.99	13,956.16
	3-20-82	74,066.08	65,495.54	139,561.62	66,659.47	58,945.99	125,605.46	7,406.61	6,549.55	13,956.16
	Total	219,466.34	199,218.52	418,684.86	197,519.70	179,296.68	376,816.38	21,946.64	19,921,84	41,868.48
391-H-115	2-5-81	607,885.79	548,890.76	1,156,776.55	547,097.21	494,001.68	1,041,098.89	60,788.58	54,889.08	115,677.66
	8-5-81	615,484.37	541,292.19	1,156,776.56	553,935.93	487,162.97	1,041,098.90	61,548.44	54,129.22	115,677.66
	2-5-82	623,177.92	533,598.63	1,156,776.55	560,860.13	480,238.77	1,041,098.90	62,317.79	53,359.86	115,677.65
	Total	1,846,548.08	1,623,781.58	3,470,329.66	1,661,893.27	1,461,403.42	3,123,296.69	184,654.81	162,378.16	347,032.97
391-H-117	5-15-81	863,244.31	782,947.66	1,646,191.97	776,919.88	704,652.89	1,481,572.77	86,324.43	78,294.77	164,619.20
	11-15-81	874,034.86	772,157.11	1,646,191.97	786,631.37	694,941.40	1,481,572.77	87,403.49	77,215.71	164,619.20
	5-15-82	884,960.30	761,231.67	1,646,191.97	796,464.27	685,108.50	1,481,572.77	88,496.03	76,123.17	164,619.20
	Total	2,622,239.47	2,316,336.44	4,938,575.91	2,360,015.52	2,084,702.79	4,444,718.31	262,223.95	231,633.65	493,857.60
Page Total		4,984,582.74	4,406,957.74	9,391,540.48	4,486,124.46	3,966,261.97	8,452,386.43	498,458.28	440,695.77	939,154.05

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Consolidated Debt (90%) Interest	Consolidated Debt (90%) Total	Non-Consolidated Debt (10%) Principal	Non-Consolidated Debt (10%) Interest	Non-Consolidated Debt (10%) Total
391-H-121	2-28-81	841,811.28	803,209.59	1,645,020.87	757,630.15	722,888.63	1,480,518.78	84,181.13	80,320.96	164,502.09
	8-28-81	852,333.92	792,686.95	1,645,020.87	767,100.53	713,418.26	1,480,518.79	85,233.39	79,268.69	164,502.08
	2-28-82	862,988.09	782,032.78	1,645,020.87	776,689.28	703,829.50	1,480,518.78	86,298.81	78,203.28	164,502.09
	Total	2,557,133.29	2,377,929.32	4,935,062.61	2,301,419.96	2,140,136.39	4,441,556.35	255,713.33	237,792.93	493,506.26
391-H-126	1-27-81	37,988.51	39,131.85	77,120.36	34,189.66	35,218.67	69,408.33	3,798.85	3,913.19	7,712.04
	7-27-81	38,463.37	38,656.99	77,120.36	34,617.03	34,791.29	69,408.32	3,846.34	3,865.70	7,712.04
	1-27-82	38,944.16	38,176.20	77,120.36	35,049.74	34,358.58	69,408.32	3,894.42	3,817.62	7,712.04
	Total	115,396.04	115,965.04	231,361.08	103,856.43	104,368.54	208,224.97	11,539.61	11,596.51	23,136.12
391-H-127	2-28-81	278,765.44	279,576.27	558,341.71	250,888.90	251,618.64	502,507.54	27,876.54	27,957.63	55,834.17
	8-28-81	282,250.01	276,091.70	558,341.71	254,025.01	248,482.53	502,507.54	28,225.00	27,609.17	55,834.17
	2-28-82	285,778.13	272,563.58	558,341.71	257,200.32	245,307.22	502,507.54	28,577.81	27,256.36	55,834.17
	Total	846,793.58	828,231.55	1,675,025.13	762,114.23	745,408.39	1,507,522.62	84,679.35	82,823.16	167,502.51
391-H-128	6-18-81	9,124.85	8,944.92	18,069.77	8,212,37	8,050.43	16,262.80	912.49	894.49	1,806.98
	12-18-81	9,238.91	8,830.86	18,069.77	8,315.02	7,947.77	16,262.79	923.89	883.09	1,806.98
	6-18-82	9,354.40	8,715.37	18,069.77	8,418.96	7,843.83	16,262.79	935.44	871.54	1,806.98
	Total	27,718.16	26,491.15	54,209.31	24,946.35	23,842.03	48,788.38	2,771.82	2,649.12	5,420.94
391-H-129	6-17-81	170,645.22	184,495.82	355,141.04	153,580.70	166,046.24	319,626.94	17,064.52	18,449.58	35,514.10
	12-17-81	172,778.28	182,362.75	355,141.03	155,500.45	164,126.48	319,626.93	17,277,83	18,236.27	35,514.10
	6-17-82	174,938.01	180,203.02	355,141.03	157,444.21	162,182.72	319,626.93	17,493,80	18,020.30	35,514.10
	Total	518,361.51	547,061.59	1,065,423.10	466.525.36	492,355.44	958,880.80	51,836.15	54,706.15	106,542.30
391-H-131	1-17-81	1,331,541.50	1,335,826.82	2,667,368.32	1,198,387.35	1,202,244.14	2,400,631.49	133,154.15	133,582.68	266,736.83
	7-17-81	1,348,185.77	1,319,182.55	2,667,368.32	1,213,367.19	1,187,264.30	2,400,631.49	134,818.58	131,918.26	266,736.84
	1-17-82	1,365,038.09	1,302,330.23	2,667.368.32	1,228,534.28	1,172,097.21	2,400,631.49	136,503.81	130,233.02	266,736.83
	Total	4,044,765.36	3,957,339.60	8,002,104.96	3,640,288.82	3,561,605.65	7,201,894.47	404,476.54	395,733.96	800,210.50
Page Total		8,110,167.94	7,853,018.25	15,963,186.19	7,299,151.15	7,067,716.44	14,366,867.59	811,016.80	785,301.83	1,596,318.63

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Consolidated Debt (90%) Interest	Consolidated Debt (90%) Total	Non-Consolidated Debt (10%) Principal	Non-Consolidated Debt (10%) Interest	Non-Consolidated Debt (10%) Total
391-H-135	3-28-81	23,614.67	24,325.41	47,940.08	21,253.20	21,892.87	43,146.07	2,361.47	2,432.54	4,794.01
	9-28-81	23,909.86	24,030.22	47,940.08	21,518.87	21,627.20	43,146.07	2,390.99	2,403.02	4,794.01
	3-28-82	24,208.73	23,731.35	47,940.08	21,787.86	21,358.22	43,146.08	2,420.87	2,373.13	4,794.00
	Total	71,733.26	72,086.98	143,820.24	64,559.93	64,878.29	129,438.22	7,173.33	7,208.69	14,382.02
391-H-140	3-8-81	706,524.16	955,335.34	1,661,859.50	635,871.74	859,801.81	1,495,673.55	70,652.42	95,533.53	166,185.95
	9-8-81	717,122.02	944,737.47	1,661,859.49	645,409.82	850,263.72	1,495,673.54	71,712.20	94,473.75	166,185.95
	3-8-82	727,878.85	933,980.64	1,661,859.49	655,090.97	840,582.58	1,495,673.55	72,787.88	93,398.06	166,185.94
	Total	2,151,525.03	2,834,053.45	4,985,578.48	1,936,372.53	2,550,648.11	4,487,020.64	215,152.50	283,405.34	498,557.84
391-H-141 A	4-20-81	-	17,500.00	17,500.00	-	15,750.00	15,750.00	-	1,750.00	1,750.00
	10-20-81	-	17,500.00	17,500.00	-	15,750.00	15,750.00	-	1,750.00	1,750.00
	4-20-82	17,738.07	17,500.00	35,238.07	15,964.26	15,750.00	31,714.26	1,773.81	1,750.00	3,523.81
	Total	17,738.07	52,500.00	70,238.07	15,964.26	47,250.00	63,214.26	1,773.81	5,250.00	7,023.81
391-H-141 B	5-10-81	-	42,905.71	42,905.71	-	38,615.14	38,615.14	-	4,290.57	4,290.57
	11-10-81	-	42,905.71	42,905.71	-	38,615.14	38,615.14	-	4,290.57	4,290.57
	5-10-82	-	42,905.71	42,905.71	-	38,615.14	38,615.14	-	4,290.57	4,290.57
	Total	-	128,717.13	128,717.13	-	115,845.42	115,845.42	-	12,871.71	12,871.71
391-P-141	6-30-81	129,096.26	172,536.20	301,632.46	116,186.63	155,282.58	271,469.21	12,909.63	17,253.62	30,163.25
	12-30-81	131,032.70	170,599.76	301,632.46	117,929.43	153,539.78	271,469.21	13,103.27	17,059.97	30,163.24
	6-30-82	132,998.19	168,634.27	301,632.46	119,698.37	151,770.84	271,469.21	13,299.82	16,863.43	30,163.25
	Total	393,127.15	511,770.23	904,897.38	353,814.43	460,593.20	814,407.63	39,312.72	51,177.02	90,489.74
391-P-141 A	6-18-81	141,499.10	139,600.00	281,099.10	127,349.19	125,640.00	252,989.19	14,149.91	13,960.00	28,109.91
	12-18-81	143,621.59	207,277.51	350,899.10	129,259.43	186,549.76	315,809.19	14,362.16	20,727.75	35,089.91
	6-18-81	145,775.91	205,123.19	350,899.10	131,198.32	184,610.87	315,809.19	14,577.59	20,512.32	35,089.91
	Total	430,896.60	552,000.70	982,897.30	387,806.94	496,800.63	884,607.57	43,089.66	55,200.07	98,289.73
Page Total:		3,065,020.11	4,151,128.49	7,216,148.60	2,758,518.09	3,736,015.65	6,494,533.74	306,502.02	415,112.83	721,614.85

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Consolidated Debt (90%) Interest	Consolidated Debt (90%) Total	Non-Consolidated Debt (10%) Principal	Non-Consolidated Debt (10%) Interest	Non-Consolidated Debt (10%) Total
391-P-141 B	4-20-81	-	50,200.00	50,200.00	-	45,180.00	45,180.00	-	5,020.00	5,020.00
	10-20-81	-	50,200.00	50,200.00	-	45,180.00	45,180.00	-	5,020.00	5,020.00
	4-20-82	50,882.91	50,200.00	101,082,91	45,794.62	45,1[illegible].00	90,974.62	5,088.29	5,020.00	10,108.29
	Total	50,882.91	150,600.00	201,482.91	45,794.62	135,540.00	181,334.62	5,088.29	15,060.00	20,148.29
391-T-141 C	4-11-81	-	55,617.22	55,617.22	-	50,055.50	50,055.50	-	5,561.72	5,561.72
	10-11-81	-	55,617.22	55,617.22	-	50,055.50	50,055.50	-	5,561.72	5,561.72
	4-11-82	-	55,617.22	55,617.22	-	50,055.50	50,055.50	-	5,561.72	5,561.72
	Total	-	166,851.66	166,851.66	-	150,166.50	150,166.50	-	16,685.16	16,685.16
391-P-141 D	3-15-81	-	64,382.78	64,382.78	-	57,944.50	57,944.50	-	6,438.28	6,438.28
	9-15-81	-	64,382.78	64,382.78	-	57,944.50	57,944.50	-	6,438.28	6,438.28
	3-15-82	-	64,382.78	64,382.78	-	57,944.50	57,944.50	-	6,438.28	6,438.28
	Total	-	193,148.34	193,148.34	-	173,833.50	173,833.50	-	19,314.84	19,314.84
391-P-141 E	5-09-81	-	21,994.21	21,994.21	-	19,794.79	19,794.79	-	2,199.42	2,199.42
	11-09-81	-	21,994.21	21,994.21	-	19,794.79	19,794.79	-	2,199.42	2,199.42
	5-09-82	-	21,994.21	21,994.21	-	19,794.79	19,794.79	-	2,199.42	2,199.42
	Total	-	65,982.63	65,982.63	-	59,384.37	59,384.37	-	6,598.26	6,598.26
391-P-141 F	5-19-81	-	71,170.00	71,170.00	-	64,053.00	64,053.00	-	7,117.00	7,117.00
	11-19-81	-	71,170.00	71,170.00	-	64,053.00	64,053.00	-	7,117.00	7,117.00
	5-19-82	-	71,170.00	71,170.00	-	64,053.00	64,053.00	-	7,117.00	7,117.00
	Total	-	213,510.00	213,510.00	-	192,159.00	192,159.00	-	21,351.00	21,351.00
391-H-142	6-15-81	10,553.56	14,850.05	25,403.61	9,498.20	13,365.05	22,863.25	1,055.36	1,485.00	2,540.36
	12-15-81	10,711.86	14,691.75	25,403.61	9,640.67	13,222.58	22,863.25	1,071.19	1,469.17	2,540.36
	6-15-82	10,872.54	14,531.07	25,403.61	9,785.29	13.077.96	22,863.25	1,087.25	1,453.11	2,540.36
	Total	32,137.96	44,072.87	76,210.83	28,924.16	39,665.59	68,589.75	3,213.80	4,407.28	7,621.08
Page Total:		83,020.87	834,165.50	917,186.37	74,718.78	750,748.96	825,467.74	8,302.09	83,416.54	91,718.63

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Consolidated Debt (90%) Interest	Consolidated Debt (90%) Total	Non-Consolidated Debt (10%) Principal	Non-Consolidated Debt (10%) Interest	Non-Consolidated Debt (10%) Total
391-H-144	4-17-81	208,269.91	293,013.19	501,283.10	187,442.92	263,711.87	451,154.79	20,826.99	29,301.32	50,128.31
	10-17-81	211,393.96	289,889.15	501,283.11	190,254.56	260,900.24	451,154.80	21,139.40	28,988.92	50,128.32
	4-17-82	214,564.87	286,718.24	501,283.11	193,108.38	258,046.42	451,154.80	21,456.49	28,671.82	50,128.31
	Total	634,228.74	869,620.58	1,503,849.32	570,805.86	782,658.53	1,353,464.39	63,422.88	86,962.06	150,384.94
391-H-148	4-19-81	1,014,229.91	1,463,464.29	2,477,694.20	912,806.92	1,317,117.86	2,229,924.78	101,422.99	146,346.43	247,769.42
	10-19-81	1,029,443.36	1,448,250.84	2,477,694.20	926,499.02	1,303,425.76	2,229,924.78	102,944.34	144,825.08	247,769.42
	4-19-82	1,044,885.01	1,432,809.19	2,477,694.20	940,396.51	1,289,528.27	2,229,924.78	104,488.50	143,280.92	247,769.42
	Total	3,088,558.28	4,344,524.32	7,433,082.60	2,779,702.45	3,910,071.89	6,689,774.34	308,855.83	434,452.43	743,308.26
391-H-152	5-03-81	-	598,494.81	598,494.81	-	538,645.33	538,645.33	-	59,849.48	59,849.48
	11-03-81	-	598,494.81	598,494.81	-	538,645.33	538,645.33	-	59,849.48	59,849.48
	5-03-82	-	598,494.81	598,494.81	-	538,645.33	538,645.33	-	59,849.48	59,849.48
	Total	-	1,795,484.43	1,795,484.43	-	1,615,935.99	1,615,935.99	-	179,548.44	179,548.44
391-H-153	5-22-81	-	399,905.42	399,905.42	-	359,914.88	359,914.88	-	39,990.54	39,990.54
	11-22-81	-	399,905.42	399,905.42	-	359,914.88	359,914.88	-	39,990.54	39,990.54
	5-22-82	-	399,905.42	399,905.42	-	359,914.88	359,914.88	-	39,990.54	39,990.54
	Total	-	1,199,716.26	1,199,716.26	-	1,079,744.64	1,079,744.64	-	119,971.62	119,971.62
391-H-154	5-21-81	-	200,000.00	200,000.00	-	180,000.00	180,000.00	-	20,000.00	20,000.00
	11-21-81	-	200,000.00	200,000.00	-	180,000.00	180,000.00	-	20,000.00	20,000.00
	5-21-82	-	200,000.00	200,000.00	-	180,000.00	180,000.00	-	20,000.00	20,000.00
	Total	-	600,000.00	600,000.00	-	540,000.00	540,000.00	-	60,000.00	60,000.00
391-F-155	2-11-81	-	180,000.00	180,000.00	-	162,000.00	162,000.00	-	18,000.00	18,000.00
	8-11-81	-	180,000.00	180,000.00	-	162,000.00	162,000.00	-	18,000.00	18,000.00
	2-11-82	-	180,000.00	180,000.00	-	162,000.00	162,000.00	-	18,000.00	18,000.00
	Total	-	540,000.00	540,000.00	-	486,000.00	486,000.00	-	54,000.00	54,000.00
Page Total :		3,722,787.02	9,349,345.59	13,072,132.61	3,350,508.31	8,414,411.05	11,764,919.36	372,278.71	934,934.55	1,307,213.26

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Consolidated Debt (90%) Interest	Consolidated Debt (90%) Total	Non-Consolidated Debt (10%) Principal	Non-Consolidated Debt (10%) Interest	Non-Consolidated Debt (10%) Total
391-T-156	5-13-81	-	18,280.57	18,280.57	-	16,452.51	16,452.51	-	1,828.06	1,828.06
	*11-13-81	-	28,000.00	28,000.00	-	25,200.00	25,200.00	-	2,800.00	2,800.00
	* 5-13-82	-	37,000.00	37,000.00	-	33,300.00	33,300.00	-	3,700.00	3,700.00
	Total	-	83,280.57	83,280.57	-	74,952.51	74,952.51	-	8,328.06	8,328.06
391-X-157	7-9-81	-	249,974.10	249,974.10	-	224,976.69	224,976.69	-	24,997.41	24,997.41
	1-9-82	-	249,974.10	249,974.10	-	224,976.69	224,976.69	-	24,997.41	24,997.41
	7-9-82	-	249,974.10	249,974.10	-	224,976.69	224,976.69	-	24,997.41	24,997.41
	Total	-	749,922.30	749,922.30	-	674,930.07	674,930.07	-	74,992.23	74,992.23
391-U-163	3-2-81	-	217,336.81	217,336.81	-	195,603.13	195,603.13	-	21,733.68	21,733.68
	*9-2-81	-	226,000.00	226,000.00	-	203,400.00	203,400.00	-	22,600.00	22,600.00
	*3-2-82	-	234,000.00	234,000.00	-	210,600.00	210,600.00	-	23,400.00	23,400.00
	Total	-	677,336.81	677,336.81	-	609,603.13	609,603.13	-	67,733.68	67,733.68
391-T-164	5-15-81	-	321,711.91	321,711.91	-	289,540.72	289,540.72	-	32,171.19	32,171.19
	*11-15-81	-	344,000.00	344,000.00	-	309,600.00	309,600.00	-	34,400.00	34,400.00
	* 5-15-82	-	381,000.00	381,000.00	-	342,900.00	342,900.00	-	38,100.00	38,100.00
	Total	-	1,046,711.91	1,046,711.91	-	942,040.72	942,040.72	-	104,671.19	104,671.19
391-W-165	4-18-81	-	10,299.72	10,299.72	-	9,269.75	9,269.75	-	1,029.97	1,029.97
	*10-18-81	-	9,000.00	9,000.00	-	8,100.00	8,100.00	-	900.00	900.00
	* 4-18-82	-	9,000.00	9,000.00	-	8,100.00	8,100.00	-	900.00	900.00
	Total	-	28,299.72	28,299.72	-	25,469.75	25,469.75	-	2,829.97	2,829.97
391-T-166	* 6- 1-81	-	892,000.00	892,000.00	-	802,800.00	802,800.00	-	89,200.00	89,200.00
	*12- 1-81	-	892,000.00	892,000.00	-	802,800.00	802,800.00	-	89,200.00	89,200.00
	* 6- 1-82	-	892,000.00	892,000.00	-	802,800.00	802,800.00	-	89,200.00	89,200.00
	Total	-	2,676,000.00	2,676,000.00	-	2,408,400.00	2,408,400.00	-	267,600.00	267,600.00
Page Total		-	5,261,551.31	5,261,551.31	-	4,735,396.18	4,735,396.18	-	526,155.13	526,155.13

* = From Projection Report

Loan No.	Due Date	Principal	Interest	Total	Consolidated Debt (90%) Principal	Consolidated Debt (90%) Interest	Consolidated Debt (90%) Total	Non-Consolidated Debt (10%) Principal	Non-Consolidated Debt (10%) Interest	Non-Consolidated Debt (10%) Total
391-T-172	4-26-81	-	42,637.26	42,637.26	-	38,373.53	38,373.53	-	4,263.73	4,263.73
	*10-26-81	-	31,000.00	31,000.00	-	27,900.00	27,900.00	-	3,100.00	3,100.00
	* 4-26-82	-	31,000.00	31,000.00	-	27,900.00	27,900.00	-	3,100.00	3,100.00
	Total	-	104,637.26	104,637.26	-	94,173.53	94,173.53	-	10,463.73	10,463.73
391-U-173	3-27-81	-	43,965.76	43,965.76	-	39,569.18	39,569.18	-	4,396.58	4,396.58
	* 9-27-81	-	60,000.00	60,000.00	-	54,000.00	54,000.00	-	6,000.00	6,000.00
	* 3-27-82	-	60,000.00	60,000.00	-	54,000.00	54,000.00	-	6,000.00	6,000.00
	Total	-	163,965.76	163,965.76	-	147,569.18	147,569.18	-	16,396.58	16,396.58
391-U-173A	E 3-31-81	-	-	-	-	-	-	-	-	-
	E 9-31-81	-	2,000.00	2,000.00	-	1,800.00	1,800.00	-	200.00	200.00
	E 3-31-82	-	7,000.00	7,000.00	-	6,300.00	6,300.00	-	700.00	700.00
	Total	-	9,000.00	9,000.00	-	8,100.00	8,100.00	-	900.00	900.00
Page Total	1	9,232,641.73	1,617,597.32	10,850,239.05	8,309,377.55	1,455,837.59	9,765,215.14	923,264.18	161,759.74	1,085,023.92
	2	2,047,601.19	340,325.83	2,387,927.02	1,842,841.07	306,293.25	2,149,134.32	204,760.12	34,032.58	238,792.70
	3	4,649,969.55	781,929.67	5,431,899.22	4,184,972.57	703,736.70	4,888,709.27	464,996.96	78,192.97	543,189.93
	4	5,396,316.87	3,243,169.08	8,639,485.95	4,856,685.18	2,918,852.17	7,775,537.35	539,631.70	324,316.90	863,948.60
	5	7,352,952.78	4,495,024.67	11,847,977.45	6,617,657.50	4,045,522.19	10,663,179.69	735,295.28	449,502.46	1,184,797.74
	6	4,984,582.74	4,406,957.74	9,391,540.48	4,486,124.46	3,966,261.97	8,452,386.43	498,458.28	440,695.77	939,154.05
	7	8,110,167.94	7,853,018.25	15,963,186.19	7,299,151.15	7,067,716.44	14,366,867.59	811,016.80	785,301.83	1,596,318.63
	8	3,065,020.11	4,151,128.49	7,216,148.60	2,758,518.09	3,736,015.65	6,494,533.74	306,502.02	415,112.83	721,614.85
	9	83,020.87	834,165.50	917,186.37	74,718.78	750,748.96	825,467.74	8,302.09	83,416.54	91,718.63
	10	3,722,787.02	9,349,345.59	13,072,132.61	3,350,508.31	8,414,411.05	11,764,919.36	372,278.71	934,934.55	1,307,213.26
	11	-	5,261,551.31	5,261,551.31	-	4,735,396.18	4,735,396.18	-	526,155.13	526,155.13
	12	-	277,603.02	277,603.02	-	249,842.71	249,842.71	-	27,760.31	27,760.31
Grand Total:		48,645,060.80	42,611,816.47	91,256,877.27	43,780,554.66	38,350,634.86	82,131,189.52	4,864,506.14	4,261,181.61	9,125,687.75

Note: Slight differences due to rounding.

* = From Projection Report.

E = Estimates, no disbursements todate.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE PRESIDENT OF THE ISLAMIC REPUBLIC OF PAKISTAN
REGARDING THE CONSOLIDATION AND RESCHEDULING OF PAYMENTS DUE
UNDER P.L. 480 TITLE I [1] AGRICULTURAL COMMODITY AGREEMENTS

(1) Reference is made to the Agreements Between the United States of America and The Islamic Republic of Pakistan identified in Annex A attached to this Memorandum of Agreement and hereinafter referred to as "P.L. 480 Agreements." Reference is also made to the Agreement Between The United States of America and the President of The Islamic Republic of Pakistan Regarding the Consolidation and Rescheduling of Certain Debts Owed to, The United States Government or Its Agencies signed in Islamabad, Pakistan on May 10, 1981, and to the Understanding reached by certain creditor nations of The Islamic Republic of Pakistan on January 14, 1981, and agreed to by The Islamic Republic of Pakistan, wherein agreement was reached on the consolidation and rescheduling of repayments under the P.L. 480 Agreements.

(2) In accordance with the Agreement dated May 10, 1981, and the Understanding reached on January 14, 1981, cited above, it is agreed that dollar principal and interest obligations with respect to contracts having an original maturity of more than one year and due January 15, 1981 through July 14, 1982, shall be repaid as follows:

(a) The amount of $23,769,358.05 which consists of 90 percent of the principal and interest payments due from January 15, 1981, through July 14, 1982, and listed in Annex A, referred to hereafter as the "Consolidated Debt" shall be repaid in twenty eight equal and successive semi-annual installments plus interest on January 1 and July 1, with the first payment due on January 1, 1992, and the last payment due on July 1, 2005, as shown in Annex B.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.* [Footnote added by the Department of State.]

(b) Interest on the outstanding balance of the Consolidated Debt shall accrue at the rate of 2.75 percent per annum beginning on the first day after due dates under the original agreements, and shall be due and payable beginning on July 1, 1982, and semi-annually thereafter on January 1 and July 1 with the last payment due on July 1, 2005, as shown in Annex B.

(c) Additional interest at the rate of 2.75 percent per annum shall accrue to the benefit of the United States of America on any past due unpaid amounts or unpaid portions of amounts as listed in Annex B. Application of payments or credits shall be first to any interest due, with any balance to the principal installment due.

(3) The President of the Islamic Republic of Pakistan agrees to pay the Non-Consolidated Debt in United States dollars in accordance with the terms established in the Contracts.

(a) A table summarizing the amounts of Non-Consolidated Debt owed with respect to P.L.480 Agreements is attached hereto as Annex C.

(4) To the extent not amended herein, the terms and conditions of the P.L.480 Agreements shall remain in full force and effect.

(5) Done at Islamabad, Pakistan in duplicate the 27th day of September, 1981.

Alexander L. Rattray [1]
FOR THE UNITED STATES OF AMERICA

M. Lutfullah [2]
FOR THE PRESIDENT OF THE ISLAMIC REPUBLIC OF PAKISTAN

[1] Alexander L. Rattray.
[2] M. Lutfullah.
[Footnotes added by the Department of State.]

ANNEX A

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
DURING THE PERIOD JANUARY 15, 1981, THROUGH JULY 14, 1982
UNDER PL 480 TITLE I AGREEMENTS
WITH
THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN
SHOWING THE CONSOLIDATED DEBT

Original Agreement Date and (Delivery Year)		Payment Due Date	Amount Due Principal	Amount Due Interest	Amount Due Total	Consolidated Debt (90%)
09-21-72	(74)	02-24-81	$ - 0 -	$ 31,526.73	$ 31,526.73	$ 28,374.06
05-16-68	(69)	03-19-81	23,078.54	16,731.94	39,810.48	35,829.43
12-29-76	(77)	05-15-81	- 0 -	701,556.19	701,556.19	631,400.57
01-24-79	(79)	05-26-81	- 0 -	733,035.85	733,035.85	659,732.26
11-25-70	(72)	06-05-81	- 0 -	78,912.86	78,912.86	71,021.57
08-03-67	(68)	06-20-81	18,834.98	13,184.48	32,019.46	28,817.51
09-21-72	(73)	06-26-81	- 0 -	590,666.40	590,666.40	531,599.76
09-10-73	(75)	06-27-81	- 0 -	61,631.73	61,631.73	55,468.56
12-26-67	(68)	06-28-81	310,477.82	217,334.47	527,812.29	475,031.06
01-10-70	(70)	06-29-81	684,494.83	616,045.34	1,300,540.17	1,170,486.15
10-03-69	(70)	06-30-81	413,695.60	372,326.04	786,021.64	707,419.48
11-23-74	(75)	07-08-81	- 0 -	1,329,273.49	1,329,273.49	1,196,346.14
03-18-72	(72)	07-09-81	- 0 -	701,153.87	701,153.87	631,038.48
09-10-73	(74)	09-10-81	- 0 -	406,934.64	406,934.64	366,241.18
03-25-80	(80)	09-17-81	- 0 -	1,044,516.05	1,044,516.05	940,064.45
12-22-77	(78)	09-25-81	- 0 -	1,125,775.68	1,125,775.68	1,013,198.11
11-25-70	(71)	10-02-81	1,043,289.39	646,839.42	1,690,128.81	1,521,115.93
08-07-75	(76)	10-22-81	- 0 -	1,360,751.00	1,360,751.00	1,224,675.90
09-10-73	(73)	11-18-81	- 0 -	215,719.82	215,719.82	194,147.84
08-07-75	(75)	12-04-81	- 0 -	836,154.21	836,154.21	752,538.79
05-16-68	(68)	12-06-81	159,062.97	111,344.08	270,407.05	243,366.35
07-03-69	(69)	12-09-81	212,828.24	185,160.57	397,988.81	358,189.93
08-03-67	(67)	12-23-81	785,022.83	529,890.41	1,314,913.24	1,183,421.92
09-21-72	(72)	12-30-81	- 0 -	814,058.26	814,058.26	732,652.43

Original Agreement Date and (Delivery Year)		Payment Due Date	Amount Due Principal	Amount Due Interest	Amount Due Total	Consolidated Debt (90%)
01-10-70	(69)	12-31-81	$ 313,821.28	$ 273,024.52	$ 586,845.80	$ 528,161.22
11-25-70	(70)	12-31-81	685,190.94	616,671.85	1,301,862.79	1,171,676.51
09-21-72	(74)	02-24-82	- 0 -	31,526.73	31,526.73	28,374.06
05-16-68	(69)	03-19-82	23,078.54	16,154.98	39,233.52	35,310.17
12-29-76	(77)	05-15-82	- 0 -	701,556.19	701,556.19	631,400.57
01-24-79	(79)	05-26-82	- 0 -	733,035.85	733,035.85	659,732.26
11-25-70	(72)	06-05-82	127,278.80	78,912.86	206,191.66	185,572.49
08-03-67	(68)	06-20-82	18,834.98	12,713.61	31,548.59	28,393.73
09-21-72	(73)	06-26-82	- 0 -	590,666.40	590,666.40	531,599.76
09-10-73	(75)	06-27-82	- 0 -	61,631.73	61,631.73	55,468.56
12-26-67	(68)	06-28-82	310,477.82	209,572.53	520,050.35	468,045.32
01-10-70	(70)	06-29-82	684,494.83	595,513.20	1,280,008.03	1,152,007.23
10-03-69	(70)	06-30-82	413,695.60	359,915.17	773,610.77	696,249.69
11-23-74	(75)	07-08-82	- 0 -	1,329,273.49	1,329,273.49	1,196,346.14
03-18-72	(72)	07-09-82	1,130,893.33	701,153.87	1,832,047.20	1,648,842.48
TOTAL			$7,358,551.32	$19,051,846.51	$26,410,397.83	$23,769,358.05

ANNEX B

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING OF PAYMENTS AGREEMENT
WITH
THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN
REPAYMENT SCHEDULE FOR THE CONSOLIDATED DEBT

Repayment Terms

Interest : 2.75% per annum
Principal: 28 semi-annual equal installments

Installment Due Date	Balance Outstanding	Amount Due Principal	Amount Due Interest	Amount Due Total
07-01-82	$23,769,358.05	$ - 0 -	$ 359,868.36	$ 359,868.36
01-01-83	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-83	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-84	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-84	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-85	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-85	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-86	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-86	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-87	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-87	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-88	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-88	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-89	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-89	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-90	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-90	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-91	23,769,358.05	- 0 -	326,828.67	326,828.67
07-01-91	23,769,358.05	- 0 -	326,828.67	326,828.67
01-01-92	23,769,358.05	848,905.64	326,828.67	1,175,734.31
07-01-92	22,920,452.41	848,905.64	315,156.22	1,164,061.86
01-01-93	22,071,546.77	848,905.64	303,483.77	1,152,389.41
07-01-93	21,222,641.13	848,905.64	291,811.32	1,140,716.96
01-01-94	20,373,735.49	848,905.64	280,138.86	1,129,044.50
07-01-94	19,524,829.85	848,905.64	268,466.41	1,117,372.05
01-01-95	18,675,924.21	848,905.64	256,793.96	1,105,699.60
07-01-95	17,827,018.57	848,905.64	245,121.51	1,094,027.15
01-01-96	16,978,112.93	848,905.64	233,449.05	1,082,354.69
07-01-96	16,129,207.29	848,905.64	221,776.60	1,070,682.24
01-01-97	15,280,301.65	848,905.64	210,104.15	1,059,009.79
07-01-97	14,431,396.01	848,905.64	198,431.70	1,047,337.34
01-01-98	13,582,490.37	848,905.64	186,759.24	1,035,664.88
07-01-98	12,733,584.73	848,905.64	175,086.79	1,023,992.43
01-01-99	11,884,679.09	848,905.64	163,414.34	1,012,319.98
07-01-99	11,035,773.45	848,905.64	151,741.88	1,000,647.52
01-01-00	10,186,867.81	848,905.64	140,069.43	988,975.07
07-01-00	9,337,962.17	848,905.64	128,396.98	977,302.62
01-01-01	8,489,056.53	848,905.64	116,724.53	965,630.17
07-01-01	7,640,150.89	848,905.64	105,052.07	953,957.71
01-01-02	6,791,245.25	848,905.64	93,379.62	942,285.26
07-01-02	5,942,339.61	848,905.64	81,707.17	930,612.81
01-01-03	5,093,433.97	848,905.64	70,034.72	918,940.36
07-01-03	4,244,528.33	848,905.64	58,362.26	907,267.90
01-01-04	3,395,622.69	848,905.64	46,689.81	895,595.45
07-01-04	2,546,717.05	848,905.64	35,017.36	883,923.00
01-01-05	1,697,811.41	848,905.64	23,344.91	872,250.55
07-01-05	848,905.77	848,905.77	11,672.45	860,578.22
TOTAL		$23,769,358.05	$10,981,800.20	$34,751,158.25

ATTACHMENT TO
ANNEX B

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING OF PAYMENTS AGREEMENT
WITH
THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN
INTEREST COMPUTATION FOR THE CONSOLIDATED DEBT

Amount Due	Payment Due Date	Number of Days	Interest at 2.75% to July 1, 1982
$ 28,374.06	02-24-81	492	$ 1,051.78
35,829.43	03-19-81	469	1,266.05
631,400.57	05-15-81	412	19,599.37
659,732.26	05-26-81	401	19,932.05
71,021.57	06-05-81	391	2,092.22
28,817.51	06-20-81	376	816.36
531,599.76	06-26-81	370	14,819.25
55,468.56	06-27-81	369	1,542.10
475,031.06	06-28-81	368	13,170.72
1,170,486.15	06-29-81	367	32,364.74
707,419.48	06-30-81	366	19,507.33
1,196,346.14	07-08-81	358	32,268.57
631,038.48	07-09-81	357	16,973.21
366,241.18	09-10-81	294	8,112.49
940,064.45	09-17-81	287	20,327.28
1,013,198.11	09-25-81	279	21,297.98
1,521,115.93	10-02-81	272	31,172.46
1,224,675.90	10-22-81	252	23,252.07
194,147.84	11-18-81	225	3,291.20
752,538.79	12-04-81	209	11,849.91
243,366.35	12-06-81	207	3,795.51
358,189.93	12-09-81	204	5,505.33
1,183,421.92	12-23-81	190	16,940.77
732,652.43	12-30-81	183	10,101.57
528,161.22	12-31-81	182	7,242.32
1,171,676.51	12-31-81	182	16,066.41
28,374.06	02-24-82	127	271.50
35,310.17	03-19-82	104	276.68
631,400.57	05-15-82	47	2,235.85
659,732.26	05-26-82	36	1,789.41
185,572.49	06-05-82	26	363.52
28,393.73	06-20-82	11	23.53
531,599.76	06-26-82	05	200.26
55,468.56	06-27-82	04	16.72
468,045.32	06-28-82	03	105.79
1,152,007.23	06-29-82	02	173.59
696,249.69	06-30-82	01	52.46
1,196,346.14	07-08-82	00	000.00
1,648,842.48	07-09-82	00	000.00
$23,769,358.05	TOTAL		$359,868.36

ANNEX C

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
REPAYMENT SCHEDULE OF THE NON-CONSOLIDATED DEBT
UNDER TITLE I PL 480 AGREEMENTS
THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN

Original Agreement Date and (Delivery Year)		Payment Due Date	Amount Due - Non-Consolidated Debt Principal	Interest	Total
09-21-72	(74)	02-24-81	$ - 0 -	$ 3,152.67	$ 3,152.67
05-16-68	(69)	03-19-81	2,307.85	1,673.20	3,981.05
12-29-76	(77)	05-15-81	- 0 -	70,155.62	70,155.62
01-24-79	(79)	05-26-81	- 0 -	73,303.59	73,303.59
11-25-70	(72)	06-05-81	- 0 -	7,891.29	7,891.29
08-03-67	(68)	06-20-81	1,883.50	1,318.45	3,201.95
09-21-72	(73)	06-26-81	- 0 -	59,066.64	59,066.64
09-10-73	(75)	06-27-81	- 0 -	6,163.17	6,163.17
12-26-67	(68)	06-28-81	31,047.78	21,733.45	52,781.23
01-10-70	(70)	06-29-81	68,449.48	61,604.54	130,054.02
10-03-69	(70)	06-30-81	41,369.56	37,232.60	78,602.16
11-23-74	(75)	07-08-81	- 0 -	132,927.35	132,927.35
03-18-72	(72)	07-09-81	- 0 -	70,115.39	70,115.39
09-10-73	(74)	09-10-81	- 0 -	40,693.46	40,693.46
03-25-80	(80)	09-17-81	- 0 -	104,451.60	104,451.60
12-22-77	(78)	09-25-81	- 0 -	112,577.57	112,577.57
11-25-70	(71)	10-02-81	104,328.94	64,683.94	169,012.88
08-07-75	(76)	10-22-81	- 0 -	136,075.10	136,075.10
09-10-73	(73)	11-18-81	- 0 -	21,571.98	21,571.98
08-07-75	(75)	12-04-81	- 0 -	83,615.42	83,615.42
05-16-68	(68)	12-06-81	15,906.29	11,134.41	27,040.70
07-03-69	(69)	12-09-81	21,282.82	18,516.06	39,798.88
08-03-67	(67)	12-23-81	78,502.28	52,989.04	131,491.32
09-21-72	(72)	12-30-81	- 0 -	81,405.83	81,405.83
01-10-70	(69)	12-31-81	31,382.13	27,302.45	58,684.58
11-25-70	(70)	12-31-81	68,519.09	61,667.19	130,186.28
09-21-72	(74)	02-24-82	- 0 -	3,152.67	3,152.67
05-16-68	(69)	03-19-82	2,307.85	1,615.50	3,923.35
12-29-76	(77)	05-15-82	- 0 -	70,155.62	70,155.62
01-24-79	(79)	05-26-82	- 0 -	73,303.59	73,303.59
11-25-70	(72)	06-05-82	12,727.88	7,891.29	20,619.17
08-03-67	(68)	06-20-82	1,883.50	1,271.36	3,154.86
09-21-72	(73)	06-26-82	- 0 -	59,066.64	59,066.64
09-10-73	(75)	06-27-82	- 0 -	6,163.17	6,163.17
12-26-67	(68)	06-28-82	31,047.78	20,957.25	52,005.03
01-10-70	(70)	06-29-82	68,449.48	59,551.32	128,000.80
10-03-69	(70)	06-30-82	41,369.56	35,991.52	77,361.08
11-23-74	(75)	07-08-82	- 0 -	132,927.35	132,927.35
03-18-72	(72)	07-09-82	113,089.33	70,115.39	183,204.72
TOTAL			$735,855.10	$1,905,184.68	$2,641,039.78

EGYPT

Economic Assistance: Thermal Power Plant

Agreement amending the agreement of August 29, 1979.
Signed at Cairo August 29, 1981;
Entered into force August 29, 1981.

A.I.D. Project Number 263-0030

First Amendment

to

Project

Grant Agreement

Between

The Arab Republic of Egypt

and the

United States of America

for

Shoubrah El Kheima

Thermal Power Plant

Dated: AUG 29 1981

First Amendment, dated AUG 29, 1981 to the Grant Agreement, dated August 29, 1979,[1] between the Arab Republic of Egypt ("Grantee") and the United States of America, acting through the Agency for International Development ("A.I.D.") for Shoubrah El Kheima Thermal Power Plant.

Section 1. The Grant Agreement as signed on August 29, 1979, is amended as follows:

A. Section 2.1 is deleted in its entirety and a new Section 2.1 is substituted as follows:

"SECTION 2.1. Definition of the Project. The Project, which is further described in Annex 1, will consist of engineering and construction of 900 MW thermal power plant to be located on a site at Shoubrah El Kheima in Cairo, Egypt. When completed, the plant will include three steam generating units each capable of producing 300 MW net, under normal operating conditions, together with the necessary auxiliary equipment. Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2, without formal amendment of this Agreement."

[1] TIAS 9632; 31 UST 4681. [Footnote added by the Department of State.]

B. Section 3.1 is amended by deleting "One Hundred Million United States ('U.S.') Dollars ($100,000,000)" and by substituting "One Hundred Ninety Million United States ('U.S.') Dollars ($190,000,000)".

C. Subparagraph 3.2.(b) is deleted in its entirety and a new Section 3.2.(b) is substituted as follows:

"(b) The resources provided by the Grantee for the Project will not be less than the Egyptian Pound equivalent of One Hundred and Five Million U.S. Dollars ($105,000,000), including costs borne on an 'in-kind' basis."

D. Section 3.3 is amended by deleting "March 31, 1986" and subtituting "June 30, 1986".

E. Subparagraph (e) under Section 4.2 is deleted in its entirety and subparagraphs (f) and (g) are redesignated subparagraphs (e) and (f) respectively.

F. A new Section 4.5 shall be added as follows:

"SECTION 4.5. Conditions Precedent to First Disbursement from Additional Funds Made Available Under the First Amendment to the Grant Agreement. Prior to the first disbursement, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made from

additional funds made available under the First Amendment to the Project Grant Agreement, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D.:

(a) An opinion of the Minister of Justice of the Arab Republic of Egypt or of other counsel acceptable to A.I.D. that this First Amendment to the Project Grant Agreement has been duly authorized and/or ratified by, and executed on behalf of the Grantee, and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms;

(b) Evidence that all local currency required for the project has been budgeted by the Grantee and will be made available to the EEA as required."

G. Section 5.7 is deleted in its entirety and a new Section 5.7 is substituted as follows:

"SECTION 5.7. Rate of Return. Until the Parties agree that a comprehensive tariff structure can be implemented, the Grantee shall ensure that a minimum yearly rate of return for EEA will be established in consultation with A.I.D. For the year 1981, the Grantee shall allow

EEA to take the necessary action to achieve such a rate of return on net revalued assets as is acceptable to the World Bank under its assistance agreements for the Project."

H. Section 5.8 is deleted in its entirety and a new Section 5.8 is substituted as follows:

"Section 5.8. Tariff Studies. The Grantee agrees that the high and medium/low voltage tariff studies presently underway will form the basis for implementing major changes in electricity tariffs. To this end the Grantee agrees to consult with A.I.D. as to the adequacy of the recommendations of such studies before implementation begins."

I. A new Section 5.12 shall be added as follows:

"SECTION 5.12. Fuel Prices. The Grantee shall ensure that any interim changes in fuel prices will be broadly distributed and will not exclude EEA."

J. A new Section 5.13 shall be added as follows:

"SECTION 5.13. Decennial Liability. The Grantee agrees that contractors, architects, consultants, and subcontractors, regardless of nationality, working on this project shall be exempted from the application of Articles 651 through 654 of the Egyptian Civil Code and

from the application of Law 106 of 1976. Such contractors, architects, consultants, or subcontractors shall not be relieved of their duty to exercise sound judgment, in accordance with the standards of their respective professions, to ensure the safety and fitness of the works for the purposes for which they are designed and erected."

K. A new Section 5.14 shall be added as follows:

"SECTION 5.14. Proceeds Made Available Under the First Amendment to the Grant Agreement. The Grantee agrees that the proceeds made available under this First Amendment to the Project Grant Agreement will be made available to the EEA as a grant contribution to its equity capital."

L. Annex I ("Project Description") is amended by deleting it in its entirety and substituting a new Annex I, attached hereto as attachment 1 to this First Amendment.

Section 2. This First Amendment shall enter into force when signed by both parties hereto.

Section 3. Except as specifically amended or modified herein, the Grant Agreement shall remain in full force and effect in accordance with all of its terms.

IN WITNESS WHEREOF, the Arab Republic of Egypt and the United States of America, each acting through its respective duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY : A. Meguid

NAME : Dr. Abdel Razzak Abdel Meguid

TITLE: Deputy Prime Minister for Economic & Financial Affairs and Minister of Planning, Finance and Economy

UNITED STATES OF AMERICA

BY : Alfred L. Atherton, Jr.

NAME : Alfred L. Atherton, Jr.

TITLE: American Ambassador

Implementing Organizations

In acknowledgment of the foregoing Agreement, representatives of the Implementing Organizations have subscribed their names:

MINISTRY OF ECONOMY

BY : S. Nour

NAME : Dr. Soliman Nour El Din

TITLE: Minister of State

EGYPTIAN ELECTRICITY AUTHORITY	MINISTRY OF ELECTRICITY & POWER
BY :	BY :
NAME : Eng. Hussein Sirry	NAME : Eng. Mohamed Maher Abaza
TITLE: Chairman	TITLE: Minister of State

Attachment 1
Amendment No. 1

ANNEX I

PROJECT DESCRIPTION

SHOUBRA EL KHEIMA THERMAL POWER PLANT

PROJECT NUMBER 263-0030

A. Project Scope

The project scope provides complete engineering, construction, and commissioning for a thermal power generating plant rated 900MWe (3x300 MWe).

B. Project Features

The project is located in the Shoubrah El Kheima district of Cairo, which is 6 miles north of downtown Cairo. The plant is sited on the East bank of the Nile River. Nile River water is utilized for plant cooling.

Plant facilities include:

- Three each 300 MWe turbine generator sets
- Three outdoor steam generators, natural gas fired, pressurized desgin. Burners are dual fuel type which can utilize Mazout (No. 6 fuel oil) as a back up fuel.
- Intake and discharge structures for condensing water from and to the Nile River.
- Switchyard and transmission facilities to connect the plant to the Unified Power System at a voltage level of 220 KV.
- Fuel facilities include metering stations and fuel storage tanks.
- Ancillary buildings are comprised of Administration, Fire House, Warehouse, and shop buildings.
- Environmental monitoring system.

C. Fuel Supply

The primary fuel for the three 300 MW units will be natural gas. Mazout (heavy fuel oil) will be used as a secondary, back-up of fuel. The GOE will take action to allocate a supply of associated or non-associated natural gas trunk lines to be completed in time to ensure that the Shoubrah plant will be able to receive the gas by the scheduled completion date of each of the generating units.

D. Water and Electricity

Condensing water will be taken from the Nile River and returned without further treatment. Plant wastewater will be passed through a wastewater treatment plant before entering the river. The wastewater treatment plant will be designed to provide an effluent of a quality equal to or better than the U.S. EPA requirements.

Additions to the existing electrical transmission system required to deliver the output of the proposed plant to the system loads comprise four 220-KV circuits with associated equipment. It is anticipated that the present double circuit from Cairo North to Cairo West will be looped through the new plant financed under the Project. The Project will also include eight new 220-KV circuit breakers and line terminal positions complete with circuit breakers, and the replacement of circuit breakers and associated equipment of the Cairo North substation in order to provide sufficient current carrying capacity to handle the expected power flows.

E. Project Financing

The financing of the Shoubrah El-Kheima project is currently based on funding by eight sources, in addition to funds by the Grantee.

AID financing will be ultilized for the U.S. dollar costs of procurement of (1) U.S. management and consulting engineering services for the planning and engineering of all facilities; preparation of tender documents and procurement services related to plant and equipment, materials and related civil works construction services; supervision of installation, erection and civil works construction services; acceptance testing and start up of plant; and assistance and training during initial commercial operations; and (2) design, supply and erection of major equipment packages from U.S. firms such as the turbine generator sets, boiler feeder pumps, condensors and heaters, and such other packages as may be agreed upon by the Parties.

F. Project Implementation.

Prime responsibility for the overall management of implementation of the project will be the Egyptian Electricity Authority (EEA). The EEA will establish a special project team, reporting directly to the Chairman of EEA which will have full authority to approve all contracts, change orders, and payments to contractors and make final decisions on all project-related matters. This unit shall consist of a project director, electrical engineer, civil engineer, accountant, financial analyst, contract specialist and legal counsel or such other members as may be deemed appropriate by the EEA and AID.

G. Project Cost Estimate

A preliminary project cost estimate was prepared by the U.S. consulting firm employed under contract to EEA to provide engineering, procurement, construction management and training services related to the Project. It is based on the fast-track schedule with a target of 51 months from the start of the drafting of technical specifications of OBI for the procurement of equipment packages (October 1980) to commercial operation of the first unit (January 1985). Commercial operation of the second unit is scheduled for nine months later, and the third unit six months after the second unit.

The cost estimates stated herein are as of July 1, 1980. A price escalation factor of 8% compounded annually has been applied to the base cost of the equipment while total physical contingency is based on 7.5% of escalated cost for equipment. The manual labor force is presumed to consist of a mix of local Egyptian labor and foreign labor, with a ratio of 60% Egyptian and 40% foreign. The composite manual labor cost is approximately $4.50 per hour and includes payroll additives, relocation expenses, bonuses, etc.

H. Project Financial Plan.

An Illustrative Project Financial Plan is attached as Attachment 1 to this Annex I.

Illustrative Project Financial Plan
(3 x 300 MW)

	U.S. $ Million		
	Foreign	Local	Total
a) Thermal Power Station			
Base Cost	348.5	64.3	412.8
Contingencies			
Price	97.3	17.8	115.1
Physical	26.0	13.6	39.6
Sub-Total	471.8	95.7	567.5 a/
b) Transmission (4 km, 220-kv loop plus a reinforcement of existing facilities, base cost	11.7	1.7	13.4
Contingencies			
Price	3.0	.5	3.5
Physical	.9	.4	1.3
Sub-Total	15.6	2.6	18.2
c) Technical Assistance Consulting engineering and management services; studies, research and training, base cost	37.2	5.2	42.4
Contingencies			
Price	5.8	.8	6.6
Physical	4.6	.7	5.3
Sub-Total	47.6	6.7	54.3
TOTAL ESTIMATED PROJECT COST	535.0	105.0	640.0

a/ Excluding interest during construction.
Base cost is at July 1, 1980 prices.
Price contingency at 8% of base cost compounded annually.
Physical contingency at 7-1/2% of escalated cost for equipment; 10% of base cost for technical services.

Estimated Allocation of A.I.D. Funds
(In U.S. $ Thousands)

	Cost Estimate
Turbine Generators	112,500
Condensers and Heaters	13,600
Pumps	14,500
Consulting Engineering and Management Services	38,400
Contingency	11,000
Total	190,000

HUNGARIAN PEOPLE'S REPUBLIC

Scientific and Technical Cooperation in the Earth Sciences

Memorandum of understanding signed at Budapest and Reston October 1, 1979 and April 22, 1980;
Entered into force April 22, 1980.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA
AND
THE CENTRAL OFFICE OF GEOLOGY OF THE
HUNGARIAN PEOPLE'S REPUBLIC
FOR
SCIENTIFIC AND TECHNICAL COOPERATION
IN THE EARTH SCIENCES

Article I. Scope and Objectives

The Geological Survey of the United States Department of the Interior /hereinafter referred to as the "USGS"/ and the Central Office of Geology of the Hungarian People's Republic /hereinafter referred to as "COG"/, hereby agree to pursue scientific and technical cooperation in the earth sciences in accordance with this Memorandum of Understanding /hereinafter referred to as "Memorandum"/, which establishes the procedures for cooperation.

This Memorandum is pursuant and subject to the Agreement Between the Government of the Hungarian People's Republic and the Government of the United States of America on Cooperation in Culture, Education, Science and Technology signed on April 6, 1977, entered into force on May 21, 1979, and any amendments thereto, subject to the Program of Cooperation and Exchanges between the Government of the United States of America and the Government of the Hungarian People's Republic in Culture, Education, Science and Technology for the years 1980 and 1981,[1] and subject to the laws and regulations in each country.

The purpose of the cooperation is to exchange scientific and technical knowledge and to augment scientific and technical capabilities of both the USGS and COG /hereinafter sometimes referred to as the "Parties"/ in the areas of earth resources and geological phenomena.

[1] TIAS 9259, 9652; 30 UST 1502; 31 UST 5009.

Article II. Cooperative Activites

Forms of cooperative activites under this Memorandum may consist of exchange of technical information, joint studies of mutual interest, exchange visits of individuals sponsored by either party in research projects of mutual interest within the scope of regular programs of the Parties, and other forms of cooperative activities as are mutually agreed.

Specific areas of cooperation under this Memorandum may include, but are not limited to, such areas of mutual interest as acquisition, interpretation, and evaluation of geological data; application of geophysical and geochemical techniques for the exploration of minerals; the development and use of computer systems for the study of mineral resources and development of geochemical laboratory facilities; and application of satellite techniques and other remote sensors for cartography, geological mapping, tectonic analysis and the identification of mineral deposits.

Article III. Financing

The activities carried out under this Memorandum will be subject to and dependent upon the funds and manpower available to the Parties. For these activities, specific annexes pursuant to Article VI. will be executed, wherein the terms of financing will be agreed upon by both Parties before the commencement of activities. For exchange visits of scientists not covered by specific annexes executed pursuant to Article VI. of this Memorandum each Party will pay its own expenses.

Article IV. Planning and Review of Activities

Upon execution of this Memorandum, the Parties will designate Representatives who will plan the initial program and subsequently review the activities annually at times mutually agreed

by the Parties, prepare progress reports as required by the Parties and make plans for future activities.

Article V. Disclaimer

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use of application by the receiving Party or by any third Party.

Article VI. Annexes

The specifics of any activity agreed upon within the terms of this Memorandum, including, as appropriate, details concerning financial arrangements and the allocation and protection of property rights, shall be confirmed in writing between the Parties. Activities planned pursuant to Article IV. shall be described in annexes to this Memorandum which shall set forth a work plan, staffing requirements, cost estimates, funding sources, and any other undertakings, obligations, or conditions not included in this Memorandum. In the case of any inconsistency between the terms of this Memorandum and the terms of an annex hereto, the terms of this Memorandum shall be controlling.

The COG may, with the consent of the USGS, delegate to other organizations of the Hungarian People's Republic the authority to enter into annexes under this Memorandum it being understood that such organization shall be bound by the terms of this Memorandum.

Article VII. Entry into Force and Termination

This Memorandum shall enter into force upon signature by both Parties and remain in force until December 31, 1981, unless

extended by mutual agreement. This Memorandum may be terminated by either Party upon 90 days written notice to the other Party.

The termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum which are initiated prior to such termination.

Prepared in two copies in the English language.

Geological Survey of the Department of the Interior of the United States of America

By: Robert L. Wesson

Name: Robert L. Wesson

Title: FOR Director

Date: 22 APR 1980

Central Office of Geology of the Hungarian Poeple's Republic

By: .....

Name: Morvai Gusztáv

Title: Vice President

Date: .....

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of June 2, 1977, as amended.
Effected by exchange of letters
Signed at Mexico August 19, 1981;
Entered into force August 19, 1981.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D.F.

August 19, 1981

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
E.C. Lazaro Cardenas No. 9
México 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $1,000,000 the funding provided under the agreement effected by our exchange of letters dated June 2, 1977, as amended nine times thereafter.[1] It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States therefore agrees to delete the phrase, "Twenty-Four Million, Five Hundred and Ninety-Six Thousand, Two Hundred and Thirty-Five Dollars (U.S. $24,596,235)" in the second paragraph of our letter dated June 2, 1977, as previously amended, and substitute therefor the phrase, "Twenty-Five Million, Five Hundred and Ninety-Six Thousand, Two Hundred and Thirty-Five Dollars (U.S. $25,596,235)."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

John Gavin
Ambassador

[1] TIAS 8952, 9251, 9637, 9695, 9749, 9933, 9963; 29 UST 2496; 30 UST 1285; 31 UST 4760, 5913; 32 UST 992, 4157, 4525.

The Mexican Attorney General to the American Ambassador

FORMA C.G.-1 A

PROCURADURIA GENERAL
DE LA
REPUBLICA

MÉXICO, D.F., AGOSTO 19 DE 1981.

EXCELENTISIMO SEÑOR
JOHN GAVIN,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
PRESENTE.

EXCELENTÍSIMO SEÑOR EMBAJADOR:

ME ES GRATO DAR RESPUESTA A SU ATENTA COMUNICACIÓN DEL DÍA DE HOY, CUYO TEXTO TRADUCIDO AL ESPAÑOL ES EL SIGUIENTE:

"CONFIRMANDO RECIENTES CONVERSACIONES ENTRE FUNCIONARIOS DE NUESTROS DOS GOBIERNOS, RELATIVAS A LA COOPERACIÓN ENTRE MÉXICO Y LOS ESTADOS UNIDOS PARA FRENAR EL TRÁFICO ILEGAL DE ESTUPEFACIENTES, ME COMPLACE COMUNICARLE QUE EL GOBIERNO DE LOS ESTADOS UNIDOS, REPRESENTADO POR LA EMBAJADA DE LOS ESTADOS UNIDOS DE AMÉRICA, ESTÁ DISPUESTO A ENTRAR EN ARREGLOS COOPERATIVOS ADICIONALES CON EL GOBIERNO DE MÉXICO, REPRESENTADO POR LA PROCURADURÍA GENERAL DE LA REPÚBLICA, Y AUMENTAR POR U.S. $1,000,000 LOS FONDOS PROPORCIONADOS DE NUESTRA CARTA FECHADA 2 DE JUNIO DE 1977, A SU VEZ ENMENDADA EN NUEVE OCASIONES POSTERIORMENTE. ADEMÁS, SE TIENE POR ENTENDIDO QUE EL PROPÓSITO DE ESTOS FONDOS ES PARA LA DESTRUCCIÓN DE AMAPOLA DE OPIO Y LA INTERCEPTACIÓN DE ESTUPEFACIENTES.

EL GOBIERNO DE LOS ESTADOS UNIDOS, POR LO TANTO, ESTÁ DE ACUERDO EN SUPRIMIR LA FRASE, "VEINTICUATRO MILLONES, QUINIENTOS NOVENTA Y SEIS MIL, DOSCIENTOS TREINTA Y CINCO DÓLARES (U.S. $24,596,235)" EN EL SEGUNDO PÁRRAFO DE NUESTRA CARTA DE FECHA 2 DE JUNIO DE 1977, COMO PREVIAMENTE ENMENDADA, Y SUBSTITUIR LA FRASE, "VEINTICINCO MILLONES, QUINIENTOS NOVENTA Y SEIS MIL, DOSCIENTOS TREINTA Y CINCO DÓLARES (U.S. $25,596,235)."

TGN

SE TIENE POR ENTENDIDO QUE LAS DISPOSICIONES DE TODOS LOS CONVENIOS PREVIOS ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS Y EL GOBIERNO DE MÉXICO, EN RELACIÓN CON LOS ESFUERZOS DE LOS DOS GOBIERNOS PARA EL CONTROL DE ESTUPEFACIENTES, EXCEPTO COMO EXPRESAMENTE SE MODIFICA AQUÍ, PERMANECEN EN PLENO VIGOR Y EFECTO Y SERÁN APLICABLES EN ESTE ACUERDO.

SI LO ANTEDICHO ES ACEPTABLE AL GOBIERNO DE MÉXICO, ESTA CARTA Y SU CONTESTACIÓN CONSTITUIRÁN UN CONVENIO ENTRE NUESTROS DOS GOBIERNOS.

APROVECHO ESTA OPORTUNIDAD PARA REITERAR A USTED LAS SEGURIDADES DE MI MÁS ALTA CONSIDERACIÓN Y ESTIMA PERSONAL."

DESEO EXPRESAR A USTED QUE EL GOBIERNO DE MÉXICO ESTÁ DE ACUERDO EN LOS TÉRMINOS DE LA NOTA TRANSCRITA.

APROVECHO LA OCASIÓN PARA EXTERNAR A SU EXCELENCIA LA SEGURIDAD DE MI MÁS ELEVADA CONSIDERACIÓN.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States

Office of the Attorney General

Mexico, D.F., August 19, 1981

His Excellency
John Gavin
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mr. Ambassador:

I am pleased to reply to your letter of today's date which, translated into Spanish, reads as follows:

[For the English language text, see p. 3684.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

I avail myself of this opportunity to extend to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General

BANGLADESH

Economic Assistance: Fertilizer Distribution Improvement

Agreement amending the agreement of July 28, 1978, as amended.
Signed at Dacca August 20, 1981;
Entered into force August 20, 1981.

A.I.D. Project No.388-0024

A.I.D. Loan No.388-T-014

AMENDMENT NO. 4

TO

PROJECT AGREEMENT

BETWEEN

THE PEOPLE'S REPUBLIC OF BANGLADESH

AND

THE UNITED STATES OF AMERICA

FOR

FERTILIZER DISTRIBUTION IMPROVEMENT I

Dated: August 20, 1981

AID Project No.388-0024
AID Loan No.388-T-014

The Project Grant Agreement dated July 28, 1978 between the People's Republic of Bangladesh ("Government") and the United States of America, acting through the Agency for International Development ("A.I.D."), as amended on December 22, 1978, June 25, 1979,[1] and July 3, 1980,[2] is hereby further amended by this Amendment No.4, dated August 20, 1981, as follows:

1. Section 2.2(a) is deleted and the following is inserted in lieu thereof:

"Section 2.2 Incremental Nature of Project. (a) It is anticipated that AID's contribution to the project will be provided in increments, the first four having already been made and the fifth increment to be made under this Amendment to the Agreement, in accordance with Section 3.1. as amended by this Amendment to the Agreement. Subsequent increments will be subject to the availability of funds to A.I.D. for this purpose and to the mutual agreement of the parties, at the time of any subsequent increment, to proceed. Further, both parties should be satisfied that this Project's basic purpose of assisting small farmer access to fertilizer is being achieved."

2. Section 3.1, as amended, is deleted and the following is inserted in lieu thereof:

"Section 3.1 The Grant. To assist the Government to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[3] and by the terms of this Amendment to the Agreement, agrees to increase the grant funding of this Agreement by adding not to exceed an additional thirty million United States (U.S.) Dollars ($30,000,000) to the previous granted one hundred eighteen million U.S. Dollars ($118,000,000). The total amount of assistance provided under this Agreement is therefore, one hundred forty-eight million U.S. Dollars ($148,000,000) in grant funds and thirty-two million U.S. ($32,000,000) Dollars in loan funds. When considered together, the Loan and Grant are referred to as the "Assistance", and references throughout the Agreement and its Annexes to the "Grant" shall be deemed to mean the "Assistance" unless the Context of the sentence dictates otherwise. The aggregate amount of disbursements under the Loan is referred to as "Principal".

The Assistance may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the project."

3. Section 3.2(b) is deleted and the following is inserted in lieu thereof:

---

[1] TIAS 9397; 30 UST 3409.
[2] Not printed.
[3] 75 Stat. 424; 22 U.S.C. § 2151.

[Footnotes added by the Department of State.]

"(b) The resources provided by the Grantee for the five year period of the Project will be not less than the equivalent of five hundred fifty million U.S. Dollars ($550,000,000), including costs borne on an "in kind" basis."

4. Section 3.3 (a) is deleted and the following is inserted in lieu thereof:

"Section 3.3 Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is July 28, 1985 or such other date as the parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Project will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement".

5. Article 4: Conditions Precedent to Disbursement. Sections 4.3 and 4.4 are deleted and the following is inserted in lieu thereof:

"Section 4.3. First Disbursement Under Amendment #4. Prior to the first disbursement of funds extended under this Amendment to the Agreement or to the issuance of commitment documents with respect thereto, the Government will, except as the parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by and executed on behalf of the Grantee and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms;

(b) A statement of the names of the persons holding or acting in the offices of the Grantee specified in Section 8.3 and a specimen signature of each person specified in such statement;

(c) Assurance that budgetary allocations have been or will be established for fiscal years, 1981/82 and 1982/83 for the Bangladesh Agricultural Development Corporation (B.A.D.C.) sufficient to carry out the Project for each year, including an understanding to increase such allocations if required to meet the requirements of the Project;

(d) Documentation that BADC has established sales targets, stock requirements, and import programming procedures for Diammonium Phosphate (DAP), just as these are presently established for urea, TSP, and MP.

Section 4.4 Disbursement for Purposes other than Technical Consulting Services. Prior to the first disbursement of funds extended under this Amendment to the Agreement for any purpose other than technical consulting services or to the issuance of commitment documents with respect thereto, the Government will, except as the parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D. :

(a) A copy of a directive (or directives) issued by BADC eliminating officially administered retail prices for fertilizer in one of the four Divisions of Bangladesh.

(b) Evidence of the permanent closing of all Thana Sales Centers (TSC's) at which fertilizer sales have fallen by 50% or more since the establishment of the New Marketing System (NMS) or in any one year since the establishment of the NMS and the permanent closing of all TSC's within 20 miles by all-weather road or river from a Primary Distribution Point (PDP);

(c) Evidence of re-establishment of dealer commissions in the three divisions where retail price control is temporarily maintained at the percentages of retail prices that were in effect in December, 1978: 13% at PDP's and 7.7% at TSC's;

(d) Evidence of the intended fertilizer price structure which will prevail through FY 1981/82, which will include (i) wholesale prices to dealers at least 5% higher at TSC's than at PDP's, (ii) a price for DAP that is competitive with TSP and Urea, and (iii) quantity discounts for large purchases to encourage the development of wholesalers and of private storage capacity.

(e) Copies of directives streamlining lifting procedures so that dealers may procure fertilizer from PDP's in a single day."

6. Add New Sections 4.5, 4.6., and 4.7.

"Section 4.5 Additional Disbursement. Prior to disbursement of additional funds obligated under subsequent amendments to this Project Agreement or to the issuance by AID of commitment documents, the Government will, except as the Parties may otherwise agree in writing:

(a) Adopt and implement a comprehensive fertilizer stock control and accounting system.

(b) Adopt and implement a least cost routing system for movement of fertilizer to the PDPs.

(c) Reserve in the Bangladesh banking system the amount of Taka for the fertilizer dealer credit program as is agreed upon as appropriate in the course of the design of the dealer credit program.

Section 4.6 Notification. When A.I.D. has determined that the conditions precedent specified in Section 4.3 and 4.4 and 4.5 have been met, it will promptly notify the Government.

Section 4.7 Terminal Date for Conditions Precedent. If all of the conditions specified in Section 4.3 have not been met within 60 days from the date of this Agreement, or such later date as A.I.D. may agree in writing, A.I.D., at its option, may terminate this agreement by written notice to the Grantee, in terms of Article D, Annex 2."

7. Article 5: Special Covenants. The following subsections are added to Section 5.2 Implementation Action:

"(h) The Government will arrange for sufficient imports of DAP to meet all sales requirements for phosphates in Rajshahi Division in 1981/82.

(i) The Government will mount an effective DAP promotion campaign in Rajshahi Division.

(j) The Government will continue to establish and enforce procedures for the elimination of the use of hand-held hooks in fertilizer handling by BADC, BCIC, BIWTC, or BR personnel or by private movement and handling contractors in the ports or inland.

(k) BADC will foster and encourage the development associations of private fertilizer dealers.

(l) The Government will adopt and implement the recommendations of the approved National Fertilizer Policy Study, developed under this project.

(m) The Government will close (on an ongoing basis) all Thana Sales Centers except for those serving areas which are demonstrably not adequately served by dealers from Primary Distribution Points.

(n) The Government will revise its staffing pattern and organizational structure as needed to promote the success of the New Marketing System (NMS) for fertilizer.

(o) The Government will provide adequate trained staff to acquire land in as expeditious a manner as necessary to promote the timely implementation of the construction component of the project.

(p) The Government will eliminate officially administered retail prices for fertilizer in all Divisions of Bangladesh within twelve months after elimination of such retail prices in the first division."

8. Article 6: Procurement Source

Section 6.1 is deleted and the following is inserted in lieu thereof:

"Section 6.1 Foreign Exchange Costs.

Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project, except for fertilizer, having their source and origin in countries included in A.I.D. Geographic Code 941, except as A.I.D. may otherwise agree in writing. Fertilizer financed by A.I.D. shall be procured only in the United States, except as A.I.D. may otherwise agree in writing."

9. All other terms and conditions of the Project Agreement No.388-0024 dated July 28, 1978, as amended on December 22, 1978, June 25, 1979, and July 3, 1980 shall remain in full force and effect.

IN WITNESS WHEREOF, The Government and A.I.D., each acting through their respective duly authorized representatives, have caused this Amendment No.4 to be signed in their names and delivered as of August 20, 1981.

THE PEOPLE'S REPUBLIC OF BANGLADESH

Signature:

Mr. A.M.A. Muhith
Title: Secretary
External Resources Division
Ministry of Finance

THE UNITED STATES OF AMERICA

Signature:

Jane A. Coon
Title: Ambassador

ANNEX 1

REVISED PROJECT DESCRIPTION

A primary economic goal of the Government of Bangladesh is attainment of self-sufficiency in foodgrain production by 1984/85. Fundamental to attainment of this goal is substantially increased use of fertilizer, particularly by small farmers who have yet to benefit from the potential of high yielding variety technology.

The project, of which this Grant is a part, consists of the manufacture of fertilizer in Bangladesh, the importation of fertilizer, the inland distribution and storage of fertilizer, and the wholesale marketing of fertilizer. The total cost of this program for the 1978/79 to 1982/83 project period is estimated to be approximately 1,500 million dollars.

Since the start of this project in July, 1978, fertilizer use has grown from 715,000 tons per year to 874,000 tons. During this three year period, the Government has manufactured 1,200,000 tons and imported 1,544,000 tons of fertilizer. New products, including diammonium phosphate and micronutrients, have been introduced. A National Fertilizer Storage Plan has been developed and financing has been arranged for construction of 386,400 tons of new warehouse capacity. A New Marketing System has been successfully introduced nationwide, which significantly expands distribution and marketing roles of private wholesalers and retailers of fertilizer. And major studies have been undertaken to determine the equity effects of fertilizer use and to establish a comprehensive policy for the production, marketing, and use of fertilizer through 1990.

During the remainder of the project period, the activities undertaken thus far will be continued and expanded and new emphasis will be given to increasing demand for fertilizer through sales promotion, dealer training and credit, and the fostering of dealer associations. Construction of approximately half the storage requirements of the National Fertilizer Storage Plan will be completed. And the Government will implement a series of reforms aimed at improving the efficiency of the public distribution system and facilitating continued expansion of the role of the private sector in fertilizer distribution and marketing.

To date AID financing of dollars 150 million has provided for a portion of the local currency and foreign exchange costs of the project over three years. Subject to the availability of funds, an additional grant of dollars 85 million will provide further financing of these project costs over an additional two year period. Dollars 30 million is extended under this amendment number four to the project agreement. The funds are available to assist in financing foreign exchange costs for the acquisition and importation of fertilizers and other agricultural inputs and for foreign exchange and local currency costs of fertilizer storage construction,

training, technical assistance, materials and equipment, and related services as AID may agree in writing. Financing for such extends to the local and foreign exchange costs incurred in their acquisition, transportation, insurance, inspection, and conduct of training. Other costs as agreed will be met by the Government, including the cost of inland distribution of the fertilizer.

The Government will take effective action to complete the implementation of the New Marketing System for fertilizer, introduced in the first year of the project. The aim of this system is to expand the role of private wholesalers and dealers and to encourage their efficient distribution and marketing of fertilizer at the local level. To accomplish this, the Government will:

- Eliminate officially administered retail prices, first in one of Bangladesh's four divisions, then in the rest of the country.

- Implement a program to develop the sales capabilities of private fertilizer dealers, including dealer training, provision of dealer credit, and the fostering of dealer associations.

- Sell fertilizer from Primary Distribution points, except in romote and inaccessible thanas. To promote sale from PDP's, the Government will close as many of its Thana Sales Centers as possible and will sell fertilizer to dealers at PDP's at a price at least 5% lower than at TSC's.

- Encourage sales to dealers by simplifying the lifting process and by establishing discounts for large purchases from PDP's.

- Revise the staffing pattern and organizational structure of BADC as needed to promote the success of the New Marketing System.

PROJECT FINANCIAL PLAN
FOR A.I.D. FUNDING : 1978-1981

(Thousands of $ U.S.)

	1978	1979	1980	1981
Fertilizer Purchases	40,500	40,000		8,000
Storage Construction	-		50,000	14,000*
Engineering Services	500	3,400	-	4,000
Seed Purchases	-	10,600	-	-
Marketing System Improvements and Dealer Development	50	2,000	-	2,000
Bulk Handling	1,950	-	-	-
Management Improvement	-	-	-	1,000
Contingency	-	1,000	-	1,000
Total :	43,000	57,000	50,000	30,000

* This $14 million is the first tranche of funding for an expected $42 million Phase III warehouse construction program.

SUDAN

Agricultural Commodities

Agreement amending the agreement of January 19, 1981.
Effected by exchange of notes
Signed at Khartoum August 27, 1981;
Entered into force August 27, 1981.

The American Embassy to the Sudanese Ministry of Cooperation, Commerce and Supply

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 191

The Embassy of the United States of America presents its compliments to the Ministry of Cooperation, Commerce and Supply of the Democratic Republic of the Sudan and has the honor to refer to the agricultural commodity agreement signed by representatives of our two governments on January 19, 1981, [1] and to propose that PART II, PARTICULAR PROVISIONS, be further amended as follows:

Under Item I, Commodity Table: On line titled "Wheat/Wheat Flour" and under appropriate column headings change "20,800" to 45,100" and "5.0" to "10.0".

All other terms and conditions of the January 19, 1981 agreement remain the same. If the foregoing is acceptable to your government, I propose that this note and your reply thereto constitute agreement between our two governments, effective on the date of your note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Cooperation, Commerce and Supply of the Democratic Republic of the Sudan the assurances of its highest consideration.

C. William Kontos [2]

Ambassador
Embassy of the United States of America
Khartoum, August 27, 1981

[1] *Ante*, p. 906.
[2] C. William Kontos.

The Sudanese Minister of Cooperation, Commerce and Supply to the American Ambassador

The Democratic Republic of the Sudan
MINISTRY OF CO-OPERATION
COMMERCE & SUPPLY
P. O. Box 194, Khartoum, Sudan
Telex No. 329
State Minister's Office

جمهورية السودان الديمقراطية
وزارة التعاون والتجارة والتموين
ص.ب: ١٩٤ الخرطوم - السودان
تلغرافيا: تجارة
تلكس ٣٢٩
مكتب وزير الدولة

الرقم: MCCS/MO/7-1

التاريخ: 27/8/81 م

THE HONORABLE C. WILLIAM KONTOS
AMBASSADOR
EMBASSY OF THE UNITED STATES OF AMERICA
KHARTOUM, SUDAN

Dear Mr. Ambassador:

I have the honor to acknowledge receipt of your Excellency's letter of today's date reading as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Cooperation, Commerce and Supply of the Democratic Republic of the Sudan and has the honor to refer to the agricultural commodity agreement signed by representatives of our two governments on January 19, 1981, and to propose that PART II, PARTICULAR PROVISIONS, be further amended as follows:

"Under Item I, Commodity Table: One line titled "Wheat/Wheat Flour" and under appropriate column headings change "20,800" to "45,100" and "5.0" to "10.0".

"All other terms and conditions of the January 19, 1981 agreement remain the same. If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute agreement between our two governments, effective on the date of your note in reply.

"The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Cooperation, Commerce and Supply of the Democratic Republic of the Sudan the assurances of its highest consideration."

It gives me great pleasure to inform your Excellency that this amendment is acceptable to the Government of the Democratic Republic of the Sudan and to confirm that your letter and this reply constitute an amendment to the agricultural commodity agreement signed on December 22, 1979.[1]

[1] Should read "January 19, 1981."

I avail myself of this opportunity to renew to your Excellency the assurances of my highest consideration.

Yours faithfully,

FAROUK I. EL MAGBOUL
MINISTER OF COOPERATION, COMMERCE & SUPPLY

PORTUGAL

Defense Assistance: Articles and Services

Agreement effected by exchange of notes
Signed at Lisbon August 24 and 28, 1981;
Entered into force August 28, 1981.

The American Chargé d'Affaires ad interim to the Portuguese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 231 August 24, 1981

Excellency:

I have the honor to refer to the recent discussions between representatives of our two governments concerning the United States Military Assistance Program with Portugal during the United States fiscal year 1981, and the effect of United States laws applicable to the funding of such programs by the United States. I have the further honor to confirm, on behalf of my Government, the following understandings reached as a consequence of the aforesaid discussions:

Subject to the terms and conditions set forth in the Mutual Defense Assistance Agreement of January 5, 1951,[1] and as provided herein the United States shall grant to the Government of Portugal defense articles and defense services of a value not to exceed $51 million during the United States fiscal year 1981. The value of such defense articles and defense services shall be calculated by the United States in accordance with the provisions of applicable United States laws and regulations, including the Foreign Assistance Act of 1961, as from the time to time amended [2] and applicable appropriations legislation.

His Excellency,

Dr. Andre Goncalves Pereira,

Minister of Foreign Affairs

Lisbon

[1] TIAS 2187; 2 UST 438.
[2] 75 Stat. 424; 22 U.S.C. § 2151.

The defense articles and defense services to be furnished pursuant to this agreement shall be furnished in accordance with, and subject to, the United States laws referred to in Paragraph 1, and such successor legislation as may be hereafter enacted. Deliveries of such defense articles, and the performance of such defense services, may be suspended or terminated by the United States under unusual or compelling circumstances when the national interest of the United States so requires.

Selection of particular defense articles or defense services (hereafter in this paragraph referred to collectively as "item") to be furnished pursuant to this agreement shall be made from time to time by the United States Department of Defense, taking into consideration the requests, if any, of the Ministry of Defense of the Government of Portugal for particular items. The United States Department of Defense may cancel the furnishing of any item, or quantity thereof, at any time in order to recoup funds sufficient to pay any net increases in costs to the United States of the aggregate of selected items within the dollar value specified in Paragraph 1. In effecting such recoupments, the United States Department of Defense will take into consideration the views, if any, of the Ministry of Defense of the Government of Portugal as to which items or quantities thereof should be cancelled.

In accordance with the requirements of the Foreign Assistance Act of 1961, as amended --

(A) Title to defense articles to be furnished to the Government of Portugal pursuant to this agreement must be transferred to the Government of Portugal on or before September 30, 1986, and defense services to be performed pursuant to this agreement must be performed not later than September 30, 1986.

(B) Defense articles to which the United States obtains or retains title after September 30, 1986, will not be furnished pursuant to this agreement, and defense services not performed on or before September 30, 1986, will not be performed pursuant to this agreement. The obligations of the United States with respect to the furnishing of such articles and services pursuant to this agreement shall cease as of October 1, 1986, and

(C) Delivery of defense articles furnished pursuant to this agreement to the Government of Portugal must commence on or before September 30, 1986, if such delivery is to be financed from United States Military Assistance funds. Delivery of such articles after that date shall be at the expense of the Government of Portugal.

I have the honor to propose that this note, together with Your Excellency's note confirming the acceptance of the Government of Portugal of the foregoing understandings, shall constitute an agreement between our two governments with respect to the United States Military Assistance Program for the United States fiscal year 1981, effective from date of Your Excellency's note in reply.

Accept, Excellency, the assurances of my highest consideration.

Edward M. Rowell

Charge d'Affaires, a.i. [1]

[1] Edward M. Rowell.

The Portuguese Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

Gabinete do Ministro

Lisboa, 28 de Agosto de 1981

Senhor Encarregado de Negócios,

Tenho a honra de acusar a recepção da nota da Embaixada, datada de 24 de Agosto de 1981, referente ao Programa de Assistência Militar dos Estados Unidos a Portugal durante o ano fiscal de 1981.

Desejo informar V. Exª. que o Governo português dá o seu acordo às propostas do Governo dos Estados Unidos constantes da nota acima referida.

Queira aceitar, Senhor Encarregado de Negócios, os protestos da minha elevada consideração.

André Gonçalves Pereira

Ministro dos Negócios Estrangeiros

Exmo. Senhor

Edward M. Rowell

Encarregado de Negócios a.i. dos

Estados Unidos da América

TRANSLATION

Ministry of Foreign Affairs
Office of the Minister

Lisbon, August 28, 1981

Mr. Charge d'Affaires:

I have the honor to acknowledge receipt of the Embassy's note, dated August 24, 1981, on the United States Military Assistance Program with Portugal fiscal year 1981.

I wish to inform you that the Portuguese Government accepts the proposals of the United States Government contained in the aforementioned note.

Accept, sir, the assurances of my highest consideration.

André Gonçalves Pereira

Andre Gonçalves Pereira
Minister of Foreign Affairs

Mr. Edward M. Rowell,
Charge d'Affaires,
Embassy of the United States of America,
Lisbon.

BELIZE

Weather Stations: Belize International Airport

Agreement effected by exchange of letters
Signed at Belize and Belmopan;
Entered into force August 26, 1981.
With memorandum of arrangement.

The American Consul General to the Belizean Minister of Energy and Communications

Belize City, Belize

August 26, 1981

Honorable Minister:

My Government's interest in and need for meteorological information from Belize dates back to 1916 when, after a hurricane struck Belize on August 30, the United States Weather Bureau participated in the establishment of an observation station in Belize City and in the routine transmission of its reports to the Weather Bureau Office in Miami.

For many years my Government has operated and maintained an upper air observation station on Isla del Cisne (Swan Island). However, over the years meteorological technology has advanced to a level where it would facilitate our program of upper air observations by moving our station from Swan Island to Belize International Airport.

If the Government of Belize considers that a measure of technical support to Belize from my Government would be helpful in the establishment of an upper air observation station at Belize International Airport, I have the honor to propose a program of cooperation between the Government of the United States and the Government of Belize on the following terms:

1. Purpose. The purpose of the program shall be the establishment, operation and maintenance of an upper air (rawinsonde) observation station at Belize International Airport, and the international dissemination of reports of the observations made at this station, through cooperation between the designated Cooperating Agencies of the two Governments.

2. Cooperating Agencies. The Cooperating Agencies shall be (1) for the Government of the United States of America, the National Oceanic and Atmospheric Administration of the United States Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and (2) for the Government of the United Kingdom, the National Meteorological Service of the Ministry of Energy and Communications of the Government of Belize, hereinafter referred to as the Belize Cooperating Agency.

3. Title to Property. Title to all real property and any improvements thereto, furnished, acquired, or constructed for the purpose of conducting the cooperative pro-

gram covered by this Agreement shall be vested in the Belize Cooperating Agency, except when the Government of Belize shall have determined that such title shall be vested, or remain vested, in another of its agencies. Title to any item of equipment or other item of personal property shall remain vested in the Cooperating Agency which supplied, or provided the funds for the supply of, the item, unless agreed by the two Cooperating Agencies in a specific case.

4. Expenditures. All expenditures incident to the obligations assumed by the United States Cooperatine Agency shall be paid by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Belize Cooperating Agency shall be paid by the Government of Belize.

5. Importation of Materials, Supplies and Goods. The Government of Belize shall take all necessary steps to facilitate and expedite the importation into Belize of all materials, equipment, supplies, and goods furnished by the United States Cooperating Agency or its agents or contractors for use in the cooperative program.

6. Exemption from Duties and Taxes and from Requirement for Licenses and Permits:

(a) All materials, equipment, supplies and goods furnished by the United States Cooperating Agency or its agents or contractors, and imported into Belize for use in the cooperative program shall be admitted free of taxes, including the stamp tax, customs, import duties and other similar charges and without any requirement for an import license or similar documentation or authorization;

(b) No license fees, taxes or other similar charges shall be levied in respect of the use in Belize, in connection with the cooperative program, of any items imported under the provisions of paragraph 6(a) above;

(c) No person ordinarily resident in the United States of America shall be liable to pay in Belize any tax in the nature of a license in

respect of any service or work for the Government of the United States of America or under any contract made with the Government of the United States of America in connection with the cooperative program;

(d) Any national of the United States who is an official or employee of the United States Cooperating Agency and who is temporarily in Belize in connection with the cooperative program shall be exempt from payment of any tax or other charges which might otherwise be imposed solely by virtue of his temporary residence in Belize and from any requirement to possess or apply for a work permit.

7. Liability. Each Cooperating Agency shall be responsible for considering claims for damage to property or injury to persons with respect only to activities under the cooperative program performed by that Cooperating Agency or its employees. No liability shall attach to either Cooperating Agency based solely on title to the equipment, facilities or other property used in the cooperative program.

8. Protection of Radio Frequencies.

(a) During the life of the Cooperative Meteorological Program:

(i) The following radio frequencies to be used in the operation and maintenance of the rawinsonde observation station shall not be assigned except in cases of national emergency to any other activity by the Government of Belize for use in the Central American area. 2774.5 KHz, 3223 Khz, 3329 KHz, 3361.5 KHz, 5945 KHz, 6855 KHz, 6870 kHz, 6927 KHz, 6977.5 kHz, 8105 kHz, 9150 kHz, 9840 kHz, 9947 kHz, 12175 kHz and 14790.5 kHz;

(ii) The radio frequencies in the 401-406 MHz and 1660-1700 MHz bands shall be protected to ensure their use free of interference for rawinsonde observations, in accordance with the provisions of the Radio Regulations annexed to the International Telecommunication Convention; [1]

[1] TIAS 4893, 5603, 6332, 6590, 7435, 8599, 9920; 12 UST 2377; 15 UST 887; 18 UST 2091; 19 UST 6717; 23 UST 1527; 28 UST 3909; 32 UST 3821.

(iii) A radio call sign shall be assigned by the appropriate agency of the Government of Belize and shall be used by the meteorological facility at Belize International Airport in its telecommunications operations.

9. Appropriation of Funds. To the extent that the carrying out of any provision of this Agreement will depend on the appropriation of funds, it shall be subject to the availability of such funds.

10. Memorandum of Arrangement. A Memorandum of Arrangement, specifying further details consistent with this agreement of the cooperative program to be operated hereunder, shall be agreed by the two Cooperating Agencies and may be amended at any time by their mutual agreement.

11. This Agreement may be amended at any time upon the mutual written consent of the two Governments.

If the foregoing proposal is acceptable to the Government of Belize, I have the honor to propose that this Note and your Ministry's reply to that effect shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply, and which shall remain in force until terminated by mutual agreement or until sixty days following the date of a Note from either Government to the other Government expressing an intention to terminate it.

Sincerely,

Malcolm R. Barnebey
Consul General

Enclosure:
Memorandum of Agreement

The Honorable
Louis S. Sylvestre,
Minister of Energy and Communications,
Belize City, Belize.

MEMORANDUM OF ARRANGEMENT

The National Oceanic and Atmospheric Administration of the United States Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and the National Meteorological Service of the Ministry of Energy and Communications of the Government of Belize, hereinafter referred to as the Belize Cooperating Agency,

Pursuant and subject to the provisions of the Agreement effected by the exchange of Notes at Belize City, Belize on August 26, 1981, between the Government of the United States of America and the Government of Belize regarding their cooperation in the establishment, operation and maintenance of a rawinsonde observation station at Belize International Airport,

Have agreed as follows:

1. Name of Undertaking. The cooperative program to which this Memorandum of Arrangement refers shall be known as the "United States-Belize Cooperative Meteorological Upper Air Observation Program."

2. Conduct of Work. The management of the meteorological upper air observation station at the Belize International Airport and the conduct of the station's observational and reporting program shall be under the sole control of the Belize Cooperating Agency, which shall consult with the United States Cooperating Agency as necessary to achieve the purpose of the cooperative meteorological program.

3. Specific Undertaking on the Part of the United States Cooperating Agency. The United States Cooperating Agency shall:

   (a) provide and transport at its cost either to Belize International Airport, or to the local port serving that airport, as it deems appropriate, all quantities of the technical equipment and technical supplies required for the establishment, maintenance and operation of the station, including rawinsonde ground tracking and recording equipment, data processing (minicomputer) equipment, radome, radiosonde units, balloons, parachutes, lighting units, plotting and computing equipment and charts, and necessary ancillary items, spare parts and test equipment;

   (b) assist in the maintenance of the rawinsonde and associated ground equipment installed at the station by providing the services of an electronic technician for emergency repairs as necessary.

4. Specific Undertakings on the Part of the Belize Cooperating Agency. The Belize Cooperating Agency shall:

   (a) maintain in operation a rawinsonde station at Belize International Airport;

(b) provide and maintain at its cost, or arrange for the provision and maintenance of, all buildings and other structural facilities (including office quarters, storage space, an electronic maintenance workshop, a balloon inflation room, a launching area free of obstacles and appropriate housings for the hydrogen generating equipment) necessary for the operation of the station;

(c) provide and arrange for the provision of all services (including water supply, electric light and power and telephone) necessary for the operation of the station;

(d) provide all personnel necessary for operating the rawinsonde observational program of the station;

(e) undertake routine maintenance of the rawinsonde and associated ground equipment installed at the station, including the mini-computer;

(f) provide transportation within Belize for all rawinsonde equipment and supplies required for the operation of the station;

(g) arrange for rawinsonde observations to be made at the station at 0000 and 1200 GMT each day, including Sundays and holidays, occasionally at other times at the request of the United States Cooperating Agency when more frequent observations are needed for hurricane forecasting or research;

(h) arrange for reports of these observations to be transmitted to a United States telecommunications center acceptable to both Cooperating Agencies, for further international dissemination;

(i) arrange for such observations and reports to be made in accordance with the practices and procedures recommended by the World Meteorological Organization, as supplemented by the provisions of the technical manuals of the United States Cooperating Agency;

(j) pay any charges leviable in Belize in respect of the transmission of these reports;

(k) provide the United States Cooperating Agency with copies, on forms to be supplied by that Cooperating Agency, of the rawinsonde observations made at the station and also make available to the United States Cooperating Agency, for reference, the records of the rawinsonde tracking and recording equipment.

5. Term. This Memorandum of Arrangement shall enter into force on the later of the two dates of the signature below and shall be coterminous with the aforementioned Agreement between the Government of the United States of America and the Government of Belize.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have executed this Memorandum of Arrangement.

FOR THE UNITED STATES COOPERATING AGENCY:	FOR THE BELIZE COOPERATING AGENCY:
Signature	Signature
Malcolm R. Barnebey Name	Louis S. Sylvestre Name
American Consul General Title	Minister of Energy & Communications Title
Belize City, Belize Place	Belize City, Belize Place
August 26, 1981 Date	August 26, 1981 Date

The Belizean Minister of Energy and Communications to the American Consul General

Telephone: 08-2156
Please Quote
Reference No. 2301/13/81(98)
26 August 1981

Ministry of Energy,
and Communications,
Belmopan, Belize.

Mr Malcolm R Barnebey
Consul General
United States of America
Belize City
BELIZE

Dear Consul General

It is my honour and privilege to respond to your letter of 26 August, 1981 regarding an Agreement between our two Governments for the establishment of a 'United States - Belize Cooperative Meteorological Upper Air Observation Program'.

I am to confirm that the proposal as outlined in your aforementioned letter is acceptable and that your note and this reply constitute an Agreement between our two Governments effective from today's date. It is further confirmed that this Agreement shall remain in force until terminated by mutual agreement or until sixty days following the date of a Note from either Government to the other Government expressing an intention to terminate it.

Yours respectfully

(LOUIS S SYLVESTRE)
MINISTER OF ENERGY AND
COMMUNICATIONS

EGYPT

Economic Assistance: Industrial Production Grant

Agreement amending the agreement of August 31, 1978, as amended.
Signed at Cairo August 27, 1981;
Entered into force August 27, 1981.

A.I.D. Project Number 263-0101

FOURTH AMENDEMENT

TO

GRANT AGREEMENT

BETWEEN

THE ARAB REPUBLIC OF EGYPT

AND THE

UNITED STATES OF AMERICA

FOR

INDUSTRIAL PRODUCTION PROJECT

Dated: August 27, 1981

Fourth Amendment, dated AUG 27 1981 to the Grant Agreement, dated August 31, 1978 [1] between the Arab Republic of Egypt ("Grantee") and the United States of America, acting through the Agency of International Development ("A.I.D.") for Industrial Production.

SECTION 1. The Grant Agreement as amended on June 6, 1979, January 29, 1980, and August 24, 1980 [2] is hereby further amended as follows:

A. Section 3.1 is amended by deleting "Forty Eight Million Five Hundred Fifty-Five Thousand United States ("U.S.") Dollars ($48,555,000)" and by substituting "Ninety-Eight Million Five Hundred Fifty-Five Thousand United States (U.S.) Dollars ($98,555,000)" in the first paragraph and by deleting "Seven Million Three Hundred Thousand U.S. Dollars ($7,300,000)" and substituting therefor "Ten Million Eight Hundred Thousand U.S. Dollars ($10,800,000)" in the second paragraph.

B. Section 3.2 (b) is amended by deleting "Forty Million Four Hundred and Three Thousand Egyptian Pounds (L.E. 40,403,000)" and by substituting "the equivalent of Seventy-Six Million Seven Hundred Eighteen Thousand United States ("U.S.") Dollars ($76,718,000)".

[1] TIAS 9537; 30 UST 6049.
[2] Not printed.

C. Section 3.3 is amended by deleting "August 31, 1983" and by subtituting "March 31, 1986".

D. Section 4.2 is amended by adding the following new paragraph:

"The Provisions of this Section shall also apply to any sub loans made hereunder."

E. A new Section 5.5 is added as follows:

"SECTION 5.5. Periodic Discussions. Periodically, but no less than annually, the Grantee and A.I.D. will meet to discuss the status of industrial policy, associated economic, financial and manpower issues, and the relationship of the A.I.D. program to those concerns.

F. A new Section 5.6 is added as follows:

"SECTION 5.6. Sub-loan Agreements. In the event funds are made available to finance sub-projects hereunder on a loan basis, the Grantee, acting through GOFI, shall sub-lend to Egyptian firms the proceeds of the Grant under sub-loan

agreements ("Sub-loan Agreements") to be entered into between GOFI and said firms under term and conditions satisfactory to A.I.D. Such terms and conditions shall include, but not be limited to, an interest rate identical to that of the rate for foreign exchange term loans of the Development Industrial Bank in effect on the date of the Sub-loan Agreement, with principal and schedule of repayments, including interest, denominated in U.S. dollars, repayment to be made in Egyptian Pounds calculated at the highest rate prevailing and declared for foreign currency by the competent authorities of the Grantee in effect on the date of each repayment under the respective Sub-loan Agreement. Other terms and conditions of the respective sub-loans shall be developed on a case by case basis taking into consideration the circumstances and degree of complexity of the sub-project to be financed under the Sub-loan."

G. The Project Financial Plan in Attachment A to Annex I is amended by deleting it in its entirety and substituting the Project Financial Plan, attached hereto.

SECTION 2. The Fourth Amendment shall enter into force when signed by both parties hereto.

SECTION 3. Except as specifically amended or modified herein, the Grant Agreement shall remain in full force and effect in accordance with all of its terms.

IN WITNESS WHEREOF, the Arab Republic of Egypt and the United States of America, each acting through its respective duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY: A. Meguid

NAME: Dr. Abdel Razzak Abdel Meguid

TITLE: Deputy Prime Minister for Economic and Financial Affairs & Minister of Planning, Finance and Economy

UNITED STATES OF AMERICA

BY: Alfred L. Atherton Jr.

NAME: Alfred L. Atherton, Jr.

TITLE: American Ambassador

Implementing Organizations

In acknowledgement of the foregoing Amendment, representatives of the Implementing Organizations have subscribed their names:

MINISTRY OF ECONOMY

BY: _____

NAME: Dr. Soliman Nour El Din

TITLE: Minister of State

MINISTRY OF INDUSTRY AND MINERAL WEALTH

BY: _____

NAME: Taha Zaki

TITLE: Minister of State

Attachment A-1

Annex I

PROJECT FINANCIAL PLAN

(All Figures in $000 U.S.)

	PRIOR PROJECT FUNDING		FY 81	AID	(COVERT		
	AID LOAN	AID GRANT	AID GRANT	TOTAL	TO LC)*	EGYPT TOTAL	TOTAL
I. APPLICATION							
A. TRAINING	0	2,000	0	2,000	(680)	500	2,500
B. TECHNICAL ASSISTANCE	0	8,226	0	8,226	(1,820)	1,018	9,244
1. CONSULTANT-GENERAL COSTS AND FEASIBILITY	-	4,556	-	4,556	(880)	650	5,206
2. MANAGEMENT	-	2,070	-	2,070	(570)	250	2,320
3. ENVIRONMENT	-	1,600	-	1,600	(370)	118	1,718
C. ENVIRONMENTAL SUBPROJECTS	0	14,400	10,000	24,400	(1,000)	8,500	32,900
1. CAPITAL EQUIPMENT	-	11,900	8,500	20,400	-	8,500	28,900
2. SERVICES	-	2,500	1,500	4,000	(1,000)	INCL	4,000

Attachment A-2

Annex I

	PRIOR PROJECT FUNDING		FY 81	AID	(COVERT		
	AID LOAN	AID GRANT	AID GRANT	TOTAL	TO LC)*	EGYPT TOTAL	TOTAL
D. EVALUATION	0	200	0	200	0	200	400
E. EQUIPMENT AND VEHICLES	0	600	0	600	0	0	600
F. CAPITAL SUBPROJECT	46,445	23,129	40,000	109,574	(7,300)	66,500	176,074
1. CAPITAL EQUIPMENT	46,445	955	31,000	78,400	(0)	66,500	144,900
2 SERVICES:	-	-	-	-	-	-	-
a. Management Assist			3,500	3,500	600		3,500
b. Other		15,174	1,500	16,674	6,700		16,674
3. FREIGHT	-	7,000	4,000	11,000	(0)	0	11,000
TOTAL	46,445	48,555	50,000	145,000	(10,800)	76,718	221,718
II. SOURCE							
USAID LOAN	46,445			46,445			46,445
USAID GRANT		48,555	50,000	98,555			98,555
GOE BUDGET						1,718	1,718
COMPANY FUNDS						75,000	75,000

POLISH PEOPLE'S REPUBLIC

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Warsaw August 27, 1981;
Entered into force October 20, 1981.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC
REGARDING THE CONSOLIDATION AND RESCHEDULING OF
CERTAIN DEBTS OWED TO, GUARANTEED BY OR ASSURED
BY THE UNITED STATES GOVERNMENT
AND ITS AGENCIES

The United States of America (the "United States")

and the Polish People's Republic ("Poland") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on Poland's Debt, signed in Paris on April 27, 1981, among representatives of certain nations, including the United States, and agreed to by the representative of Poland, the United States and Poland hereby agree to consolidate and reschedule certain Polish debts which are owed to, guaranteed by or assured by the United States or its Agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by three separate agreements (the "Implementing Agreements"), between Bank Handlowy on the Polish side and each of the following United States Agencies: the Agency for International Development, the Commodity Credit Corporation, and the Export-Import Bank of the United States.

ARTICLE II

Definitions

1. "Contracts" means those loan agreements or other financial arrangements which relate to:

(a) Commercial credits guaranteed by or assured by the United States or its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1981.

(b) Loans from the United States or its Agencies, which loans had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1981.

These "Contracts" are listed in Annex A of this Agreement.

2. "Debt" means the sum of the payments of principal, interest and fees covered by the Contracts which:
(a) were due and unpaid prior to May 1, 1981; and
(b) fall due during the Consolidation Period.
It is understood that, for Debt which is guaranteed by or assured by the Commodity Credit Corporation, this Agreement will apply only to that portion of such payments of principal and interest which are covered by the assurance agreement or payment guarantee.

3. "Consolidated Debt" means ninety percent of the dollar amount of the Debt. "Non-consolidated Debt" means the remaining ten percent of the Debt.

4. "Consolidation Period" means the period from May 1, 1981 through December 31, 1981 inclusive.

5. "Interest" means interest on Debt due and payable in accordance with the terms of this Agreement and on any due and unpaid Interest accruing thereon. Interest shall begin to accrue at the rates set forth in Article III(1)(b) and Article III(2)(b) of this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of Debt, including any due but unpaid installments of Debt, until such outstanding balances are repaid in full. Interest shall also mean interest at the rates specified in Article III(1)(b) and Article III(2)(b) of this Agreement which shall accrue on due but unpaid installments of Interest, beginning on the respective due dates for such Interest installments, as established by this Agreement, and continuing to accrue until such amounts are repaid in full.

6. "Agency" means: The United States Agency for International Development, the Commodity Credit Corporation, and the Export-Import Bank of the United States.

ARTICLE III

Terms and Conditions of Payment

1. Poland agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt which amounts to approximately $380.9 million shall be repaid in eight equal and consecutive semi-annual installments of approximately $47.6 million plus Interest. Principal payments are payable on each January 1 and July 1, commencing on January 1, 1986, with the final installment payable on July 1, 1989.

(b) The rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be 4.5 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development. For the Commodity Credit Corporation the rate of interest on Consolidated Debt and on any due but unpaid Interest thereon shall be determined on an annual basis and will be based on the appropriate rate which reflects the cost of borrowing by the Corporation. For Interest accruing in calendar year 1981, the annual rate shall be 15.5 percent. For Interest accruing in 1982 and in subsequent years, the Commodity Credit Corporation shall notify Poland of the applicable rate no more than thirty days after the beginning of such year. For the Export-Import Bank of the United States, the rate of Interest on Consolidated Debt and on any due but unpaid interest thereon shall

be determined on a semi-annual basis and will be related to the marginal cost of money to the Bank as determined by the Bank prior to the beginning of each six month period. For Interest accruing in 1981, the annual rate shall be 13.625 percent per annum. For Interest accruing in the first six months of 1982 and in each subsequent six month period, the Export-Import Bank of the United States shall notify Poland of the appropriate rate prior to the beginning of such six month period. All Interest with respect to the Consolidated Debt shall be payable semi-annually on January 1 and July 1 of each year commencing on January 1, 1982.

(c) A table summarizing the amounts of the Consolidated Debt owed to each Agency is attached hereto as Annex B.

2. Poland agrees to pay the Non-consolidated Debt in United States dollars as established by each Agency in its Implementing Agreement. These amounts shall be paid on the dates established in the original repayment schedules.

(a) A table summarizing the amounts of Non-consolidated Debt owed to each Agency is attached hereto as Annex C.

(b) The rate of Interest on due but unpaid installments of Non-consolidated Debt shall be 4.5 percent per calendar year on the outstanding balance of such installments due to the Agency for International Development. For due but unpaid installments of Non-consolidated Debt which is guaranteed or assured by the Commodity Credit Corporation, the rate of Interest shall be the same as the rate of Interest established by the Commodity Credit Corporation under the provisions contained in Article III(1)(b) of this Agreement. The rate of Interest on due but unpaid installments of Non-consolidated Debt due to the Commodity Credit Corporation for direct loans and to the Export-Import Bank of the United States shall be the same as the rates established in the Contracts. Such Interest shall begin to accrue on the respective due dates for installments of Non-consolidated debt and will continue to accrue until such installments are made in full.

3. It is understood that adjustments may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt by the Implementing Agreements. These Agreements shall include the description of the method of calculation of the Interest rate.

ARTICLE IV

General Provisions

1. Poland agrees to accord the United States and its Agencies treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts of comparable term which are covered by the Minute.

2. Poland also agrees to undertake to secure from official and private creditors, including banks, financing or refinancing arrangements comparable to those in this Agreement, making sure to avoid any discrimination between different categories of creditors.

3. Except for modifications made necessary by this Agreement or subsequent Implementing Agreements, all terms of the Contracts remain unchanged.

4. If exceptional circumstances are observed, the United States or Poland may suspend, upon written notice, the operation of this Agreement and related Implementing Agreements. In the event of such suspension, the Contracts will continue in full force and effect and will govern the repayment of Debt and accrued Interest

outstanding on the date of suspension and the payment of interest thereon, as provided for in the Implementing Agreements.

ARTICLE V

Entry Into Force

This Agreement shall enter into force upon receipt by Poland of written notice from the United States Government that all necessary legal requirements for entry into force of this Agreement have been fulfilled.[1]

Done at Warsaw, Poland, in duplicate, this 27th day of August, 1981.

FOR THE UNITED STATES OF AMERICA

FRANCIS J. MEEHAN
AMBASSADOR

FOR THE POLISH PEOPLE'S REPUBLIC

WITOLD BIEN
FIRST DEPUTY MINISTER OF FINANCE

[1] Oct. 20, 1981.

ANNEX A

Loans Subject to Rescheduling

Agency for International Development

Loan Numbers:

180-B-001 (SPF-1)
180-B-002 (SPF-2)
180-B-003 (SPF-3)

Commodity Credit Corporation

Direct Credits

20385	21104	21229	21341	21409	21570	21845
20519	21112	21231	21345	21424	21572	21886
20603	21113	21232	21347	21430	21585	21887
20875	21120	21237	21348	21431	21609	21897
20876	21132	21238	21350	21432	21610	21898
20887	21133	21239	21351	21437	21622	21901
20939	21135	21240	21352	21439	21649	21902
20943	21145	21244	21353	21441	21650	21933
20953	21156	21246	21335	21442	21654	21951
20995	21157	21249	21356	21443	21656	21961
20969	21158	21253	21360	21445	21659	21962
20972	21160	21256	21361	21452	21661	21963
20973	21169	21270	21362	21453	21662	21966
20978	21170	21273	21363	21461	21667	21967
20981	21171	21277	21364	21462	21668	21971
20982	21172	21283	21368	21463	21681	21972
20995	21173	21284	21369	21471	21684	22025
20997	21177	21286	21371	21474	21688	22026
21002	21178	21287	21374	21478	21708	22027
21005	21179	21289	21375	21486	21713	22078
21008	21184	21290	21376	21489	21718	22082
21012	21185	21291	21378	21491	21719	22195
21015	21188	21292	21379	21492	21720	22201
21017	21189	21293	21380	21497	21721	22202
21406	21196	21294	21389	21501	21723	22211
21054	21199	21295	21390	21527	21727	22303
21056	21200	21296	21392	21536	21730	22304
21057	21201	21297	21396	21539	21733	22320
21058	21210	21316	21397	21555	21748	22353
21064	21220	21319	21400	21560	21749	22379
21070	21221	21320	21401	21562	21750	22380
21080	21227	21335	21406	21564	21752	22381
21097	21228	21340	21407	21567	21757	22382

Commodity Credit Corporation

Direct Credits (cont.)

22384	22722	22809	22930	23068
22397	22723	22810	22931	23071
22403	22725	22811	22932	23371
22414	22732	22814	22936	23384
22415	22741	22815	22942	23386
22416	22742	22817	22943	23396
22418	22743	22818	22944	23397
22419	22744	22827	22945	23398
22420	22745	22834	22947	23399
22436	22746	22835	22954	23400
22437	22747	22837	23023	23401
22534	22750	22838	23024	23404
22568	22751	22840	23025	23405
22574	22756	22851	23038	23411
22592	22757	22852	23039	23418
22593	22765	22855	23044	23420
22601	22767	22856	23046	23421
22632	22770	22865	23047	23423
22636	22771	22868	23048	23426
22641	22772	22875	23049	23442
22643	22773	22880	23051	23457
22644	22774	22885	23052	23458
22649	22775	22886	23053	23460
22656	22777	22890	23054	23467
22663	22778	22894	23055	23471
22672	22779	22900	23057	23473
22683	22784	22902	23058	23478
22685	22785	22903	23059	23482
22688	22797	22907	23062	
22689	22798	22908	23065	
22705	22806	22914	23066	
22720	22807	22927	23067	

Commodity Credit Corporation

Export Credit Guarantees

101-2	101-39	101-73	101-158	101-585	102-3	102-54
101-3	101-40	101-74	101-174	101-586	102-4	102-55
101-4	101-41	101-75	101-243	101-587	102-5	102-56
101-5	101-42	101-76	101-248	101-588	102-6	102-61
101-6	101-43	101-77	101-278	101-589	102-7	102-67
101-7	101-44	101-78	101-279	101-590	102-8	102-63
101-8	101-45	101-79	101-283	101-591	102-10	102-64
101-9	101-46	101-80	101-284	101-592	102-11	102-67
101-10	101-47	101-82	101-290	101-593	102-12	102-73
101-11	101-48	101-83	101-291	101-594	102-14	102-75
101-12	101-49	101-89	101-292	101-602	102-15	102-92
101-13	101-50	101-93	101-336	101-603	102-16	
101-14	101-51	101-94	101-337	101-607	102-17	
101-15	101-52	101-95	101-338	101-614	102-18	
101-16	101-53	101-96	101-379	101-621	102-19	
101-17	101-54	101-98	101-380	101-623	102-20	
101-18	101-55	101-99	101-381	101-629	102-21	
101-19	101-56	101-100	101-384		102-22	
101-20	101-57	101-101	101-385		102-23	
101-21	101-58	101-105	101-388		102-24	
101-22	101-59	101-106	101-391		102-25	
101-23	101-60	101-111	101-393		101-26	
101-24	101-61	101-112	101-432		102-27	
101-25	101-62	101-114	101-433		102-28	
101-26	101-63	101-115	101-448		102-29	
101-27	101-64	101-118	101-473		102-30	
101-28	101-65	101-119	101-511		102-38	
101-29	101-66	101-124	101-527		102-39	
101-30	101-67	101-138	101-552		102-41	
101-31	101-68	101-139	101-561		102-47	
101-32	101-69	101-141	101-562		102-49	
101-37	101-70	101-143	101-572		102-52	
101-38	101-71	101-151	101-584		102-53	

Export-Import Bank

Direct Loans	CFF Credits	
4372	14123	20791
4405	14324	20816
4493	15096	20824
4652	20546	20922
4652-A	20565	20923
4677	20572	20928
4677-A	20573	20937
4771	20574	20938
4831	20588	20929
4888	20618	20940
4888-A	20673	21013
4897	20674	21094
4897-A	20678	21108
5176	20683	21114
5176-A	20708	21127
5414	20723	21144
5831	20729	21174
5876	20730	30008
5970	20733	30009
6119	20734	30032
6190	20735	30035
6192	20746	30036
6199	20747	
6277	20748	
6473	20754	
6530	20773	
6743	20774	
6888	20778	
LLA-6716	20790	

ANNEX B

Summary of Consolidated Debt*
(millions of U.S. dollars)

Agency for International Development	2.9
Commodity Credit Corporation	355.6
Export-Import Bank	22.4
TOTAL	380.9

* Data are rounded and subject to revision per Article III, Paragraph 3.

ANNEX C

Summary of Non-Consolidated Debt*
(millions of U.S. dollars)

Agency for International Development	0.3
Commodity Credit Corporation	39.5
Export-Import Bank	2.5
TOTAL	42.3

* Data are rounded and subject to revision per Article III, Paragraph 3.

CHILE

Agriculture: Scientific and Technical Cooperation in Research and Development

Memorandum of understanding signed at Santiago August 28, 1981;
Entered into force August 28, 1981.

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF AGRICULTURE OF THE REPUBLIC OF CHILE FOR SCIENTIFIC AND TECHNICAL COOPERATION IN AGRICULTURAL RESEARCH AND DEVELOPMENT

The Department of Agriculture of the United States of America (USDA) and the Ministry of Agriculture of the Republic of Chile (hereinafter referred to as the "Parties"); recognizing that cooperation in agricultural research and development will further advance the technology of both countries; and realizing that such cooperation will strengthen relations between both countries,

Have agreed as follows:

TIAS 10256

ARTICLE I

The Parties will undertake a broad program of cooperation in animal science, plant science, soil science, forestry, energy, agricultural economics, and other fields determined to be of mutual benefit.

ARTICLE II

Joint activity will be between the Parties and may include: the exchange of information, scientists, and specialists, plant germplasm, seeds and other living materials; the organization of joint seminars and conferences; the development and execution of cooperative research; and other forms of cooperation as may be agreed upon by the Parties.

ARTICLE III

The Parties may involve other interested Government agencies; the scientific, academic and business communities of both countries; and interested third countries. The Parties will encourage and facilitate contacts between appropriate institutions and specialists, and work toward long-term cooperation in research, extension, training and other pertinent agricultural areas.

ARTICLE IV

In accordance with appropriate financial and budgetary processes, each Party shall bear the costs of its participation and that of its personnel in cooperative activities unless the Parties agree on other arrangements. Cooperative activities pursuant to this Memorandum are subject to the availability of funds and personnel.

ARTICLE V

Scientific information derived from a cooperative activity will be made available to the world's scientific community through customary channels in accordance with the normal procedures of each Party. Treatment of intellectual property, licenses and patents will be mutually agreed upon by the Parties according to the laws and practices of both countries.

ARTICLE VI

Decisions regarding program development and execution will be made jointly by both Parties. In order to coordinate activity under this Agreement, a Joint Working Group for Agricultural Scientific and Technological Cooperation comprised of representatives from both sides shall be established. The Working Group will meet periodically to determine cooperative programs, evaluate ongoing joint activities and propose programs.

ARTICLE VII

The Executive Agents for implementation and coordination of programs under this Memorandum are the Office of International Cooperation and Development of the Department of Agriculture of the United States of America and the Office of Agricultural Planning of the Ministry of Agriculture of the Republic of Chile.

ARTICLE VIII

Nothing in this Agreement shall be interpreted to prejudice or modify existing understandings or agreements between the Parties, and it is signed with the understanding that it constitutes a joint declaration of both ministries of agriculture.

ARTICLE IX

This Memorandum shall enter into force upon signature by the authorized representatives of both Parties and shall remain in force unless terminated by either Party upon six months' written notice. The termination of this Memorandum shall not affect the validity or duration of specific activities being undertaken hereunder.

DONE at Santiago this 28 day of August, 1981 in duplicate, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

George W. Landau
Ambassador Extraordinary
and Plenipotentiary

FOR THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA:

Joan S. Wallace
Administrator, Office of
International Cooperation
and Development

FOR THE MINISTRY OF AGRICULTURE OF THE REPUBLIC OF CHILE:

Jose Luis Toro Hevia
Minister of Agriculture

MEMORANDO DE ENTENDIMIENTO

ENTRE

EL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS DE AMERICA

Y

EL MINISTERIO DE AGRICULTURA DE LA REPUBLICA DE CHILE

PARA LA COOPERACION CIENTIFICA Y TECNICA

EN LA INVESTIGACION Y EL DESARROLLO AGRICOLAS

El Departamento de Agricultura de los Estados Unidos de América (USDA) y el Ministerio de Agricultura de la República de Chile (en lo sucesivo denominados las "Partes"); reconociendo que la cooperación en los campos de investigación y desarrollo agrícolas dará nuevo impulso a la tecnología de ambos países; y percatándose de que dicha cooperación fortalecerá las relaciones entre ambos países, han acordado lo siguiente:

ARTICULO I

Las Partes se comprometen a llevar a cabo un amplio programa de cooperación en los campos de las ciencias dedicadas al estudio de animales, plantas, suelo, silvicultura, energía, economía agrícola, y en otros campos considerados de beneficio mutuo.

ARTICULO II

Las Partes realizarán una actividad conjunta que podrá incluir: el intercambio de información, científicos y especialistas, plasma germinativo de plantas, semillas y otro material vivo; la organización de conferencias y seminarios conjuntos; el desarrollo y ejecución de actividades cooperativas de investigación; y otras formas de cooperación que acuerden las Partes.

ARTICULO III

Las Partes podrán integrar al presente Entendimiento a otros organismos gubernamentales interesados; las colectividades científica, académica y empresarial de ambos países; y terceros países interesados. Las Partes estimularán y facilitarán el establecimiento de contactos entre instituciones y especialistas competentes, y se esforzarán por alcanzar una cooperación a largo plazo en aspectos relacionados con la investigación, extensión, capacitación y otros sectores, en el campo de la agricultura.

ARTICULO IV

Con arreglo a procesos financieros y presupuestarios adecuados, cada una de las Partes sufragará los costos de su participación y de la participación de su personal en actividades cooperativas, a menos que las Partes convengan en otros arreglos. Las actividades cooperativas que se realicen en virtud del presente Memorando están sujetas a la disponibilidad de fondos y personal.

ARTICULO V

La información científica derivada de una actividad cooperativa se facilitará a la colectividad científica mundial a través de las vías acostumbradas, de conformidad con los procedimientos normales de cada Parte. Las Partes, con arreglo a las leyes y prácticas de ambos países, decidirán de mutuo acuerdo el tratamiento que haya de darse a la propiedad intelectual, licencias y patentes.

ARTICULO VI

Las decisiones relativas al desarrollo y la ejecución del programa se adoptarán conjuntamente por ambas Partes. Con el fin de coordinar las actividades realizadas en virtud del presente Memorando, se establecerá un Grupo de Trabajo Conjunto para la Cooperación Científica y Tecnológica aplicada a la agricultura, integrado por representantes de ambos lados. El Grupo de Trabajo se reunirá periódicamente para determinar programas cooperativos, evaluar actividades conjuntas en curso y proponer programas.

ARTICULO VII

Los Agentes Ejecutivos para la puesta en práctica y la coordinación de programas realizados en virtud del presente Memorando son la Office of International Cooperation and Development del Departamento de Agricultura de los Estados Unidos de América y la Oficina de Planificación Agrícola del Ministerio de Agricultura de la República de Chile.

ARTICULO VIII

Nada de lo estipulado en el presente Memorando se interpretará en el sentido de que perjudica o modifica entendimientos o convenios en vigor entre las Partes y se firma en el convencimiento de que constituye una declaración conjunta de ambos Departamentos de Agricultura.

ARTICULO IX

El presente Memorando de Entendimiento entrará en vigor al ser firmado por los representantes autorizados de ambas Partes, y permanecerá vigente a menos que cualquiera de las Partes lo dé por terminado mediante notificación por escrito

con seis meses de antelación. La terminación del presente Memorando no afectará la validez o duración de actividades específicas emprendidas en virtud del presente Memorando.

Dado en Santiago el día 28 de August de 1981 en duplicado, siendo ambos textos igualmente auténticos.

Por el Gobierno de los Estados Unidos de América:

George W. Landau
Embajador Extraordinario y Plenipotenciario

Por el Departamento de Agricultura de los Estados Unidos de América:

Joan S. Wallace
Administradora, Oficina de Cooperación y Desarrollo Internacionales

Por el Ministerio de Agricultura de la República de Chile:

José Luis Toro Hevia
Ministro de Agricultura

SPAIN

Defense Assistance: Articles and Services

Agreement effected by exchange of notes
Dated at Madrid August 28 and 29, 1981;
Entered into force August 29, 1981.

The American Ambassador to the Spanish Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Note No. 687

Excellency:

I have the honor to refer to the recent discussions between representatives of our two Governments concerning the United States Military Assistance Program with Spain during the United States Fiscal Year 1981, and the effect of United States laws applicable to the funding of such programs by the United States. I have the further honor to confirm, on behalf of my Government, the following understandings reached as a consequence of the aforesaid discussions:

Subject to the terms and conditions set forth in the Mutual Defense Assistance Agreement of September 26, 1953,[1] and as provided herein the United States shall grant to the Government of Spain defense articles and defense services of a value not to exceed $3.6 million during the United States Fiscal Year 1981. The value of such defense articles and defense services shall be calculated by the United States in accordance with the provisions of applicable United States laws and regulations, including the Foreign Assistance Act of 1961, as from time to time amended,[2] and applicable appropriations legislation.

The defense articles and defense services to be furnished pursuant to this agreement shall be furnished in accordance with, and subject to, the United States laws referred to in paragraph 1, and such successor legislation as may be hereafter enacted.

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[1] TIAS 2849; 4 UST 1876.
[2] 75 Stat. 424; 22 UST § 2151.

Selection of particular defense articles or defense services (hereafter in this paragraph referred to collectively as "items") to be furnished pursuant to this agreement shall be made from time to time by the United States Department of Defense, taking into consideration the requests, if any, of the Ministry of Defense of the Government of Spain for particular items. The United States Department of Defense may cancel the furnishing of any item, or quantity thereof, at any time in order to recoup funds sufficient to pay any net increases in costs to the United States of the aggregate of selected items within the dollar value specified in paragraph 1. In effecting such recoupments, the United States Department of Defense will take into consideration the views, if any, of the Ministry of Defense of the Government of Spain as to which items or quantities thereof should be cancelled.

I have the honor to propose that this Note, together with your Excellency's Note confirming the acceptance of the Government of Spain of the foregoing understandings, shall constitute an agreement between our two Governments with respect to the United States Military Assistance Program for the United States Fiscal Year 1981, effective from the date of your Excellency's Note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Terence A. Todman

Embassy of the United States of America,
Madrid, August 28, 1981

The Spanish Ministry of Foreign Affairs to the American Embassy

Ministerio
de
Asuntos Exteriores

Núm. 313/12

El Ministerio de Asuntos Exteriores saluda a la Embajada de los Estados Unidos en Madrid y tiene la honra de acusar recibo de su Nota número 687, de fecha de 28 de agosto de 1981, que traducida al español, dice lo siguiente:

"Excelencia,

Tengo la honra de referirme a las recientes discusiones entre representantes de nuestros dos Gobiernos relativas al Programa de Asistencia Militar de los Estados Unidos con España durante el Año Fiscal estadounidense de 1981, y a los efectos de las leyes de los Estados Unidos aplicables a la financiación de dichos programas por los Estados Unidos. Tengo asimismo la honra de confirmar, en nombre de mi Gobierno, los siguientes acuerdos a los que se ha llegado como consecuencia de dichas conversaciones:

Con arreglo a los términos y condiciones que figuran en el Convenio Relativo a la Ayuda para la Mutua Defensa de 26 de septiembre de 1953 y según lo dispuesto en la presente, los Estados Unidos concederán al Gobierno español material y servicios de defensa por un valor no superior a 3.6 millones de dólares durante el Año Fiscal estadounidense de 1981. El valor de dicho material y servicios de defensa será calculado por los Estados Unidos de conformidad con lo dispuesto en las correspondientes Leyes y Reglamentos de los Estados Unidos, incluída la "Foreign Assistance Act" de 1961, con sus enmiendas, y la legislación sobre asignaciones aplicable.

El material y servicios de defensa que se suministren con arreglo al presente Acuerdo serán suministrados de acuerdo y con arreglo a las Leyes de los Estados Unidos mencionadas en el párrafo 1, y a la Legislación sucesiva que pudiera posteriormente promulgarse.

La selección de material y servicios de defensa (a los cuales en la redacción inglesa se denomina en lo sucesivo "items" y que en la redacción española se continuarán denominando "material y servicios de defensa") que tengan que ser suministrados con arreglo al presente Acuerdo se llevará a cabo de tiempo en tiempo por el Departamento de Defensa de los Estados Unidos, tomando en consideración las solicitudes, si las hubiere, del Ministerio de Defensa del Gobierno de España para determinados material y servicios de defensa. El Departamento de Defensa de los Estados Unidos podrá cancelar el suministro de cualesquiera material o servicios de defensa, o una cuantía de los mismos, en cualquier momento y con el fin de reintegrar fondos bastantes para pagar cualesquiera incrementos netos en los costes para los Estados Unidos del conjunto del material y servicios de defensa seleccionados a partir de la cantidad en dólares especificada en el párrafo 1. Al efectuar dichos reintegros, el Departamento de Defensa de los Estados Unidos tendrá en cuenta los puntos de vista, si los hubiere, del Ministerio de Defensa del Gobierno español en lo que se refiera a cuales material y servicios de defensa, o a que cuantía de los mismos, debieran ser cancelados.

Tengo la honra de proponer que la presente Nota, juntamente con la Nota de V.E. en la que se confirme la aceptación por el Gobierno de España de los acuerdos que anteceden, constituya un Acuerdo entre nuestros dos Gobiernos, en conexión con el Programa de Asistencia Militar de los Estados Unidos correspondiente al Año Fiscal de los Estados Unidos de 1981, con efectos a partir de la fecha de la Nota de respuesta de V.E.

Acepte, Excelencia, el renovado testimonio de mi más alta consideración".

El Ministerio de Asuntos Exteriores tiene la honra de comunicar a la Embajada de los Estados Unidos en Madrid que el Gobierno español acepta lo que se indica en la Nota de dicha Representación al tiempo que manifiesta su conformidad con el contenido de la misma.

El Ministerio de Asuntos Exteriores aprovecha esta ocasión para reiterar a la Embajada de los Estados Unidos en Madrid el testimonio de su más alta consideración.

Madrid, 29 de agosto de 1.981

MINISTERIO DE ASUNTOS EXTERIORES *

A LA EMBAJADA DE LOS ESTADOS UNIDOS DE AMERICA EN MADRID.-

TRANSLATION

Ministry of Foreign Affairs

No. 313/12

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States at Madrid and has the honor to acknowledge receipt of its note No. 687 of August 28, 1981, which, translated into Spanish, reads as follows.

[For the English language text, see p. 3753-3754.]

The Ministry of Foreign Affairs has the honor to inform the Embassy of the United States at Madrid that the Spanish Government agrees to the terms of the Embassy's note.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States at Madrid the assurances of its highest consideration.

Madrid, August 29, 1981

[Initialed]

[SEAL]

Embassy of the United States
of America,
Madrid.

CANADA

Aviation: Transport Services

Agreement amending the agreement of January 17, 1966, as amended.
Effected by exchange of notes
Signed at Ottawa August 10 and 28, 1981;
Entered into force August 28, 1981.

The American Chargé d'Affaires ad interim to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 212 Ottawa, August 10, 1981.

Sir:

I have the honor to refer to consultations that have been held between representatives of the Government of Canada and of the Government of the United States of America on the Agreement on Air Transport signed at Ottawa on January 17, 1966, as amended,[1] and in particular on the question of air services between Ottawa and New York.

With a view to facilitating the prompt establishment of non-stop services between those two cities, the Government of the United States proposes that Schedule I of the Exchange of Notes of May 8, 1974 be amended to include a new route numbered A.3(b) to read: New York-Ottawa. The present A.3 route would be re-numbered A.3(a). In order to provide the opportunity for a Canadian-designated carrier to provide service between these two cities in the event that no United States carrier provides a minimum number of frequencies, the Government of the United States proposes that Schedule II of the same Exchange of Notes be amended to include a new route numbered C.7 to read: Ottawa-New York.

The Honorable
Mark MacGuigan,
Secretary of State
for External Affairs,
Ottawa.

[1] TIAS 5972; 7824; 17 UST 201; 25 UST 748.

A minimum number of frequencies is defined as five non-stop, round-trip frequencies per week. Route C.7 of Schedule II would be open to service by a designated Canadian airline only if service at or above this minimum number is not inaugurated over Route A.3(b) of Schedule I by January 1, 1982 or if, thereafter, the frequency of service falls below that minimum for more than 60 days. The operation of a Canadian airline on Route C.7 will not prejudice the right of a United States airline to operate on Route A.3(b).

If the foregoing arrangement is acceptable to your Government, I propose that this Note, together with your affirmative reply, shall constitute an Agreement which shall enter into force on the date of your reply.

Accept, Sir, the renewed assurances of my highest consideration.

Richard J. Smith
Chargé d'Affaires ad interim

The Canadian Secretary of State for External Affairs to the American Ambassador

Department of External Affairs Ministère des Affaires extérieures

Canada

No. ESS-2387 August 28, 1981

Excellency,

I have the honour to refer to your Note of August 10, 1981, signed by your Chargé d'Affaires a.i., proposing on behalf of the Government of the United States of America that the Air Transport Agreement between the Government of Canada and the Government of the United States of America of January 17, 1966, as amended by the Exchange of Notes of May 1974, be further amended in certain respects.

I have the honour to inform you that the proposals contained in your Note are acceptable to my Government and to confirm that your Note, together with this reply, which is authentic in English and French, shall constitute an agreement between our two Governments which shall enter into force on today's date.

Accept, Excellency, the renewed assurances of my highest consideration.

Secretary of State
for External Affairs

His Excellency the Honourable Paul Heron Robinson Jr.,
Ambassador of the United States of America,
Ottawa.

French Text of the Canadian Note

Department of External Affairs — Canada — Ministère des Affaires extérieures

No. ESS-2387 28 août 1981

Excellence,

J'ai l'honneur de me référer à votre Note du 10 août 1981, signée par votre Chargé d'Affaires a.i., proposant au nom du Gouvernement des Etats-Unis d'Amérique la modification à certains égards de l'Accord relatif aux transports aériens signé le 17 janvier 1966 entre le Gouvernement du Canada et le Gouvernement des Etats-Unis d'Amérique, tel que modifié par l'échange de Notes du 8 mai 1974.

J'ai l'honneur de vous informer que les propositions énoncées dans votre Note agréent au Gouvernement du Canada et de confirmer que votre Note et la présente réponse, dont les versions anglaise et française font également foi, constituent un accord entre nos deux Gouvernements qui entrera en vigueur à compter de la date de ce jour.

Je vous prie d'agréer, Excellence, les assurances renouvelées de ma très haute considération.

Le Secrétaire d'Etat
aux Affaires extérieures

Son Excellence l'Honorable Paul Heron Robinson Jr.,
Ambassadeur des Etats-Unis d'Amérique,
Ottawa.

CANADA

Conservation: Raccoon Dog Importation

Arrangement effected by exchange of letters
Signed at Ottawa and Washington September 1 and 4, 1981;
Entered into force September 4, 1981.

The Canadian Deputy Minister of the Environment to the Assistant Secretary for Fish and Wildlife and Parks, U.S. Department of the Interior

Deputy Minister
Environment Canada

Sous-ministre
Environnement Canada

Ottawa, Ontario
K1A 0H3

September 1, 1981

Mr. G. Ray Arnett
Assistant Secretary for
Fish and Wildlife and Parks
Department of the Interior
Washington, D.C. 20240
U.S.A.

Dear Mr. Arnett:

The Government of Canada considers that the importation of raccoon dogs Nyctereutes procyonoides, a species of wildlife not indigenous to North America, threatens an important element of wildlife species indigenous to Canada and the United States. The Government of Canada wishes to prohibit such importation into Canada and undertakes to use its best efforts under existing Canadian legal authority to effect such a prohibition if the appropriate authorities of the Government of the United States undertake similarly to use their best efforts under existing United States legal authority to effect prohibition of the importation of raccoon dogs into the United States.

I propose, therefore, that this letter and your reply, if you agree, form an arrangement under which the appropriate authorities in both jurisdictions undertake to institute proceedings necessary to effect such import prohibition. I propose further that the arrangement become effective on the date of your reply.

Yours sincerely,

J.B. Seaborn

Assistant Secretary for Fish and Wildlife and Parks, Department of the Interior, to the Canadian Deputy Minister of the Environment

United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

September 4, 1981

Mr. J. B. Seaborn
Deputy Minister
Environment Canada
Ottawa, Ontario KIA OH3

Dear Mr. Seaborn:

I refer to your letter of September 1, 1981, proposing an arrangement relating to the importation of racoon dogs, Nyctereutes procyonoides.

I am pleased to inform you that the proposal set forth in your letter is acceptable. Consequently, I agree that your letter and this reply shall constitute an arrangement which shall be effective on the date of this reply.

Sincerely,

G. Ray Arnett
Assistant Secretary for
Fish and Wildlife and Parks

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Defense: Terrestrial Radio Site Sharing

Memorandum of understanding signed at Mildenhall and London August 19 and September 8, 1981; Entered into force September 8, 1981.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

REPRESENTED BY

THE DEPARTMENT OF DEFENSE

AND

HER MAJESTY'S GOVERNMENT OF THE UNITED KINGDOM

OF GREAT BRITAIN AND NORTHERN IRELAND

REPRESENTED BY

THE MINISTRY OF DEFENCE

CONCERNING THE SHARED USE OF UK

AND US CONTROLLED FACILITIES

IN THE UNITED KINGDOM

SHORT TITLE

UK TERRESTRIAL

RADIO SITE SHARING MOU

I. PURPOSE

This Memorandum of Understanding (MOU) establishes procedures and assigns responsibilities relating to the colocation of telecommunications resources by the Government of the United States of America (USG) and the Government of the United Kingdom of Great Britian and Northern Ireland (HMG) hereafter referred to as the "Participants"

II. DEFINITIONS

For the purpose of this MOU the following definitions are to be used:

DCS: A Command and Control, common user voice and data telecommunications system comprised of terrestrial and satellite microwave systems, digital and voice switching centers, and interconnecting leased circuits. DCS is operated in the UK by HQ 3rd Air Force on behalf of all US users.

PROJECT MOULD: An UK single channel command radio system working two frequency simplex, channels in the 66 - 80 MHz band and link equipment operating in the bands of 132 - 156 MHz and 420 - 470 MHz. Operated throughout the UK by HQ 2 Signal Group (HQ 2 Sig Gp).

BFG TV: British Forces Germany Television. A network of TV broadcasting stations in the British area of the Federal Republic of Germany interconnected by a microwave distribution system in NW Europe and the UK.

ACE-HIGH: Allied Command Europe (NATO) terrestrial communications system. Operated in the UK by HQ 2 Signal Group on behalf of NICSMA and COA AFCENT.

NATS: National Air Traffic System. HMG Civil controlling agency for air traffic (part of Civil Aviation Authority (CAA)).

The sites concerned in this MOU are listed at Annex A and each is described in detail in a separate following Annex.

III. ORGANIZATION AND TECHNICAL RESPONSIBILITIES

For the purposes of this MOU the USG will be represented within the United Kingdom (UK) by the United States Air Forces in Europe, Third Air Force, Deputy Chief of Staff for Communications-Electronics (HQ 3AF/DC). HMG will be represented by the Ministry of Defence, Signal Officer in Chief (Army) (SOinC(A)) for matters of policy and by HQ 2 Signal Group (HQ 2 Sig Gp) for in-service management of UK systems covered by this MOU. These representatives will be responsible on behalf of their respective governments for carrying out the provisions of this MOU. The development

of further technical and operational proposals and procedures which result from this MOU will be accomplished through close liaison and consultation between these representatives.

IV. LIABILITY

Unless otherwise provided for in this MOU claims arising will be handled in accordance with Article VIII of the Agreement between the Parties to the North Atlantic Treaty regarding the status of their Forces, signed in London June 19, 1951 [1] (NATO SOFA).

V. OWNERSHIP

The ownership/control of facilities will remain the same as established by the current Army (or RAF) Form 2 action for those facilities unless a change in ownership should be mutually required. In such an event new Army (or RAF) Form 2 action will be necessary.

VI. ACCESS

A. Access to sites will be managed according to the two categories defined below. Admittance routine for each site is described in the individual Annex.

B. Controlled Site. A clearly defined site with adequate perimeter fence and other defences which is controlled on a 24 hour a day basis through a guardroom or police post.

C. Restricted Site. A fenced and gated site which is not manned or guarded on a regular basis in peacetime conditions. Access is normally restricted by fencing and other safeguards and is managed by strict control of keys which may only be held or temporarily issued to specified authorized agencies requiring access to the site.

D. Key Point. A site which will become guarded during periods of tension or crisis leading to general war. The authorities nominated in this MOU will ensure that national Key Point annotation and security procedures are harmonized for all shared sites.

VII. SECURITY

A. All classified information exchanged between the Governments under this MOU will be safeguarded in accordance with the existing Security agreement between the USG and HMG.

B. A recipient Government will not disclose information or permit it to be disclosed to the Government of, or to organizations or nations of, a third country,

[1] TIAS 2846, 5351, 7759; 4 UST 1802; 14 UST 531; 24 UST 2355.

without the express prior consent of the Government providing the information, except that without the need for such consent, such information may be disclosed to a national of a third country who is employed by the recipient Government and who has been cleared by the National Security Authority of that Government for access to its own information of equivalent classification.

C. Public disclosure of information derived from this MOU will be subject to the express prior consent of both the Governments.

VIII. SURVIVABILITY

Survivability enhancement will be a prime consideration on all colocation projects. Consideration will be given to USAF Survivability criteria outlined in "Air Force Communications Command Construction Design Criteria for Physical Protection of AF Operated DCS Sites" and DCA Circular 310-90-1, "Physical Threat Countermeasures for DCS Facilities". Specific enhancements for each site are addressed in the respective Annexes.

IX. SYSTEM RESTORATION

It is understood that in the event of system and facility failure, existing systems will be restored in accordance with the priorities listed in the site Annexes.

X. FINANCIAL

It is the intention that expenditure by the participants will be equal and every effort will be made to achieve a mutually beneficial arrangement. Specific financial responsibilities for each location are in the respective Annexes.

XI. SUPPLY AND USE OF INFORMATION

A Each Government will provide the other on request, subject to the rights of third parties, with any information in its possession essential to the procurement, installation, operation, maintenance, and repair of equipment for the purpose of facilitating the implementation of this MOU and will grant, as far as it has the right to do so, a right to use such information for said purpose. Such provision and grant will be free, apart from the cost of reproduction of the information.

B. All information, classified and unclassified, released in pursuance of this MOU will be accepted, subject to the conditions that:

1. it is received in confidence,
2. it is used for the purpose of this MOU only,
3. the receiving Government will use its best endeavors to ensure that the

information is not dealt with in any manner likely to prejudice the rights of the owner thereof, including the right to obtain patent or other like protection thereof, and

4. the material will be afforded substantially the same degree of security protection as that afforded by the supplying Government.

XII. IMPLEMENTATION

A. Each Annex to this MOU is an implementation plan which specifies the technical details necessary at each location to carry out this MOU and includes the arrangements for the associated communications resources to be shared.

B. This MOU serves as authority for the responsible Representatives of the USG and HMG to further develop, through documentation, the implementation concepts of this MOU and its attached Annexes.

C. Specific operation and maintenance responsibilities of all associated equipment to implement this MOU will be defined within each Annex. These responsibilities will include, but will not necessarily be limited to, the following:

1. responsibilities for monitoring, operating and maintaining all equipment,

2. responsibilities for Electromagnetic Compatibility and instructions to follow in case of electromagnetic interference,

3. responsibilities and instructions to follow in the case of incident(s) which clearly constitute(s) a threat of imminent damage or injury to personnel or equipment, and

4. maintenance of grounds, buildings, towers, and all other associated structures.

XIII. CHANGES/REVISIONS

A. An annual review of this MOU will be made by representatives of both Governments as listed in paragraph III to determine if any changes are required.

B. Formal meetings shall be held on an as-required basis between the USG and HMG for the purpose of resolving any administrative or operational difficulties beyond the purview of this MOU.

C. Either participant may initiate action to change this MOU but no changes will be made without the prior approval of the other participant. Changes

will be recorded as supplement to this MOU.

XIV. DISAGREEMENTS

Any disagreements regarding the interpretation or application of this MOU will be resolved by consultation between the USG and HMG and will not be referred to an international tribunal or third party for settlement.

XV. TERMINATION

Either participant may initiate action to terminate this MOU. As much advance notice as possible but not less than one year will be given to terminate the MOU. Arrangements regarding security measures and protection by the participants of rights in inventions and other technical information will continue irrespective of any termination and/or withdrawal from this MOU.

XVI. EFFECTIVE DATE

This MOU will become effective upon signature by representatives of both Governments. IN WITNESS WHEREOF the undersigned, being duly authorized by HMG and the USG, respectively, have signed this understanding.

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

A C BIRTWISTLE, Major General
Signal Officer-in-Chief (Army)
Ministry of Defence London England
the 08 day of SEP 1981

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Walter H. Baxter, III

WALTER H. BAXTER, III, Major General, USAF
Commander, Headquarters Third Air Force

RAF Mildenhall, England
the 19th day of August 1981

Annex A TO MOU, UK
TERRESTRIAL RADIO SITES

DATED: Concomitant to basic MOU

LIST OF SITE ANNEXES

ANNEX	LOCATION	EFFECTIVE DATE
B	Botley Hill Farm	Concomitant to basic MOU
C	Croughton	To be developed
D	Dunkirk	To be developed
E	Barkway	To be developed
F	Alconbury	To be developed
G	Great Bromley	To be developed
H	Welford	To be developed
I	Hillingdon	To be developed
J	Christmas Common	To be developed
K	Latheron	To be developed
L	Coldblow Lane	To be developed

ANNEX B TO MOU, UK
TERRESTRIAL RADIO SITES

DATED: Concomitant to basic MOU

BOTLEY HILL FARM

I. PURPOSE

This Annex to the basic Memorandum of Understanding establishes procedures, assigns responsibilities and establishes installation construction criteria relative to the colocation of telecommunications resources by the Government of the United States of America (USG) and Government of United Kingdom of Great Britain and Northern Ireland (HMG) at Botley Hill Farm, UK.

II. DEFINITIONS

A. PROJECT MOULD: An HMG single channel command radio system working two frequency simplex channels in the 66 - 80 MHz band and link equipment operating in the bands of 132-156 MHz and 420-470 MHz.

B. BFG-TV: British Forces-Germany Television. A network of TV broadcasting stations interconnected by a microwave distribution system.

III. ORGANIZATION AND TECHNICAL RESPONSIBILITY

A. The USAF Operations and Maintenance Activity responsible for Botley Hill Farm is the 2119th Communications Squadron, RAF Uxbridge, UK.

B. HMG Administrative and Operational Authority for BFG-TV and MOULD is HQ 2 Signal Group, Malta Barracks, Aldershot, UK.

C. The technical authority for BFG-TV and MOULD is CPA Royal Signals, School of Signals, Blandford Camp, Blandford Forum, Dorset, UK.

IV. ACCESS/SECURITY

A. HMG will provide a list of personnel requiring access to the site to the 2119th Communications Squadron Commander. The list will contain name, security clearance, issuing authority, identifying document number and signature of personnel authorized access.

B. HMG shall be responsible for providing escorts as required for all personnel not cleared in accordance with paragraph A above who require access for the convenience of HMG.

C. Construction of new security fences shall be comparable to number 9 American Wire Gauge (AWG) steel wire chain link, with mesh openings not larger than 50mm each way. The fence will be a minimum of 2438mm in height (2133mm chain link

fabrick plus 305mm high outriggers). All fences shall have "Y" outriggers with three strands of number 12 AWG barbed wire on each leg of the "Y" on 152mm centres.

V. RESPONSIBILITIES

A. GENERAL

1. USG will permit HMG to finance, construct and operate a TV microwave link and a MOULD radio station at Botley Hill Farm in two phases. Other equipment may be installed at a later date subject to mutual agreement of the participants.

2. Both participants will be responsible for the upkeep and cleanliness of the immediate area surrounding their facilities.

B. PHASE A

USG will:

1. permit HMG to mount the Project MOULD antennae, listed in Appendix 2, on the existing mast,

2. permit HMG to install a cabin to accommodate the Project MOULD equipment on the existing concrete plinth indicated at Appendix 1, and

3. make available to HMG non-reimbursable back-up power at 220 VAC, 50 Hz not to exceed 3 KVA.

C. PHASE B

HMG will:

1. purchase or renew the lease of the present site (currently on leasehold) and acquire an additional quantity of land as shown in drawing in Appendix 1 to this Annex. Erect security fencing on the newly acquired land to conform to specifications outlined in Section IVC of this Annex. Transfer site to USAF by RAF Form 2 action,

2. erect a new tower, to agreed design specifications, in the location shown in Appendix 1 of this Annex. The tower will be stressed and designed for the antennae and specifications listed in Appendix 2 to this Annex,

3. provide one copy of the tower design package and the completed stress analysis to the USG,

4. provide antenna mounts, wave guide bridges/ice shields, interface steel work and maintenance platforms on the new tower for all USG provided antennae listed in Appendix 2,

5. enclose the climbing ladder in a continuous cage or arrange to accommodate a USG provided and installed tower safety climbing device,

6. remove the MOULD cabin and antennae from the PHASE A position and relocate as indicated in Appendices 1 and 2,

7. ensure that the construction of the new tower, installation of new antennae and waveguides, transfer of operation, and teardown of old facilities will be scheduled so as to have absolute minimum downtime of the DCS link. USG will ensure that any downtime that is required will be scheduled and approved in accordance with DCA Circular 310-070-30,

8. remove the existing tower and return the site to its original condition after all existing facilities have been transferred to the new tower,

9. construct a building/cabin to house the BFG-TV radio equipment. Cost of the building/cabin and all its ancillaries will be the responsibility of HMG. Location of the building/cabin is as shown in Appendix 1 to this Annex,

10. coordinate final engineering details with the USG prior to installation of equipment. HMG agrees to allow the USG to inspect the installation of the antennae, waveguides, radio equipment, power system, grounding system, and all other ancillary equipment to ensure that the installation conforms with provisions of this MOU,

11. obtain written coordination from the USG prior to any changes to the approved installation, configuration or operation of HMG equipment,

12. ensure that the installation of HMG equipment will not interfere mechanically or electromagnetically with operational USG equipment,

13. provide the USG with single line drawings of the newly installed power and grounding system,

14. assume full responsibility for operating, monitoring, and all levels of maintenance on HMG equipment to include all costs associated herewith, and

15. repair damage to roads, grounds, buildings or fences resulting from HMG activities.

USG will:

1. provide and install three antennae on the new tower constructed by HMG.

2. provide and install waveguides from USG antennae to the respective equipment at USG expense. Waveguides will be enclosed in oversized metal duct and must be easily disassembled for rapid waveguide replacement and maintenance,

3. make available to HMG non-reimbursable back-up power at 220 VAC, 50Hz not to exceed 15 KVA with the following provisions:

a. Whenever possible the USG will notify HMG of tests, transfer and operation of back-up generators. (USG reserves the right to test, transfer and operate back-up generators on a no notice basis.)

b. The back-up generator is load tested on a scheduled monthly basis. A momentary interruption of commercial power to both USG and HMG facilities will occur during the switching procedures.

c. Interruptions or degradation of service due to back-up generator operation is without fault to USG,

4. advise HMG of any future changes in site configuration, and

5. through the 2119th Communications Squadron Commander, direct any action necessary to resolve any incident(s) which clearly institute(s) a threat to personnel and equipment. The USG will incur no liability when such actions require removing HMG equipment from service. HMG will be immediately informed of the nature of the incident(s).

VI. SURVIVABILITY

A. HMG will procure a minimum of 8m of land on the existing east border and 8m of land on the southside of the new south border sufficient to construct the new tower with fencing according to Section IV, paragraph C of this Annex.

B. The USG may install revetments around the new tower, the USG communications equipment shelters, back-up power, fuel storage and wave guide runs.

C. All installed equipment/shelters on this site will be "toned-down" in accordance with survivability criteria addressed in the basic agreement.

VII. FINANCIAL

A. HMG will install at their expense a separate power meter for metering of their commercial power.

B. The USG will bear all cost associated with the maintenance/operation of all USG buildings, radio equipment, waveguide and antennae, ancillary equipment and the newly installed common tower together with all site maintenance.

VIII. RESTORATION PRIORITY

System	Priority
DCS	1
MOULD	2
BFG-TV	3

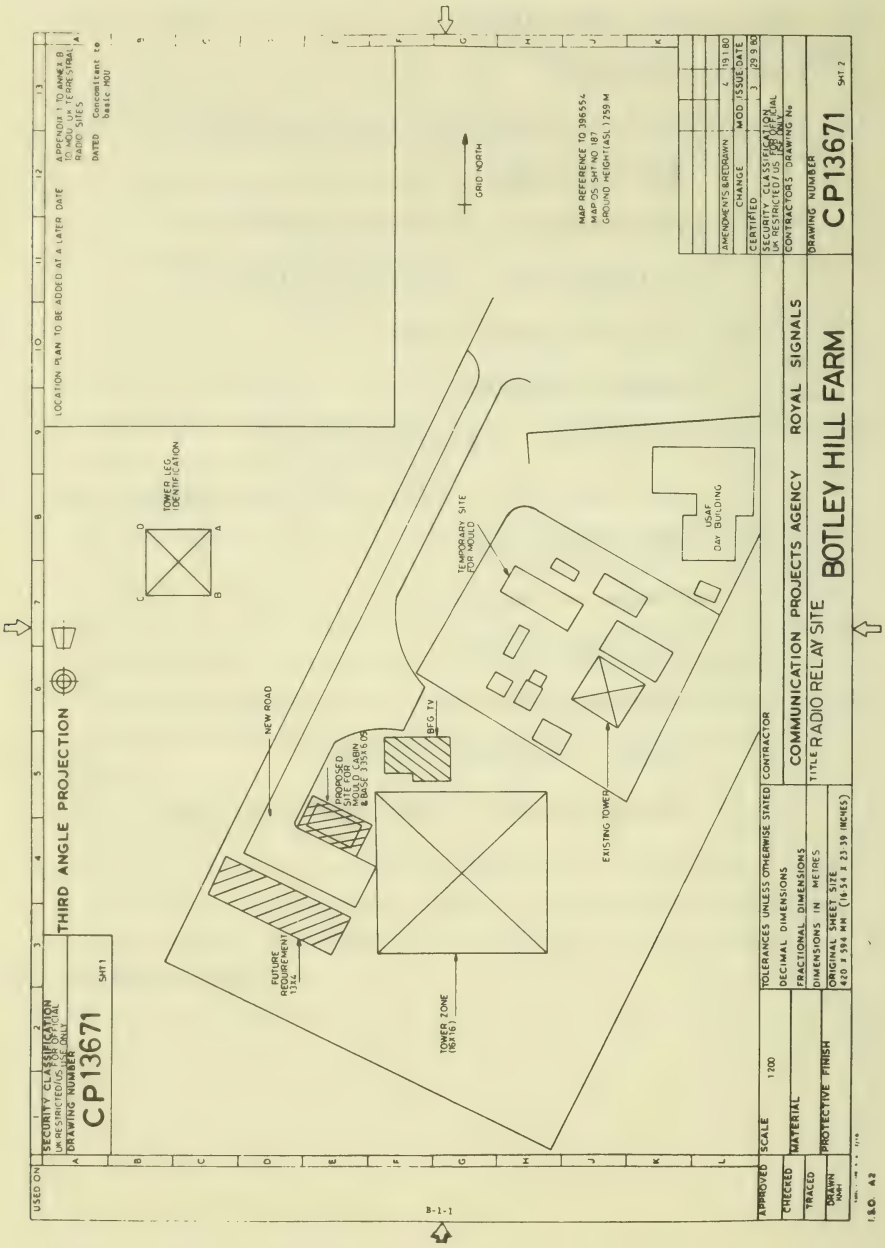
IX. ADDITIONAL PROVISIONS

Contact Addresses

A. 2119th Communications Squadron/CC
RAF Uxbridge
Middlesex, England UB10 ORZ
Telephone No: Uxbridge 31234/5

B. HQ 2nd Signal Group
Malta Barracks
Aldershot, England GU11 2EZ
Telephone No: 0252 24431 Ext 2548

C. CPA R Signals
School of Signals
Blandford Camp
Blandford Forum,
Dorset, England DT11 8RH
Telephone No: 0258 52581 Ext 489


LOCATION PLAN TO BE ADDED AT A LATER DATE
APPENDIX 1 TO ANNEX B TO MOU UK TERRESTRIAL RADIO SITES
DATED Concomitant to basic MOU
GRID NORTH
MAP REFERENCE TO 396554
MAP OS SHT NO 187
GROUND HEIGHT (ASL) 259 M
AMENDMENTS & REDRAWN
CHANGE
MOD ISSUE DATE
4 19.1.80
3 29.9.83
CERTIFIED
SECURITY CLASSIFICATION UK RESTRICTED/US FOR OFFICIAL USE ONLY
CONTRACTORS DRAWING No
DRAWING NUMBER
CP13671
SHT 2
TOWER LEG IDENTIFICATION
TEMPORARY SITE FOR MOULD
USAF DAY BUILDING
NEW ROAD
PROPOSED SITE FOR MOULD ABIN & BASE 395605
BFG TV
EXISTING TOWER
FUTURE REQUIREMENT 1986
TOWER ZONE (50 M RD)
THIRD ANGLE PROJECTION
SECURITY CLASSIFICATION UK RESTRICTED/US FOR OFFICIAL USE ONLY
DRAWING NUMBER
CP13671
SHT 1
CONTRACTOR
COMMUNICATION PROJECTS AGENCY ROYAL SIGNALS
TITLE RADIO RELAY SITE
BOTLEY HILL FARM
TOLERANCES UNLESS OTHERWISE STATED
DECIMAL DIMENSIONS
FRACTIONAL DIMENSIONS
DIMENSIONS IN METRES
ORIGINAL SHEET SIZE
420 x 594 MM (16.54 x 23.39 INCHES)
SCALE 1:200
MATERIAL
PROTECTIVE FINISH
USED ON
APPROVED
CHECKED
TRACED
DRAWN
B-1-1
I&D A2

APPENDIX 2 TO ANNEX B TO MOU,
UK TERRESTRIAL RADIO SITES

DATED: Concomitant to basic MOU

BOTLEY HILL FARM

ANTENNAE INSTALLATION CRITERIA

The new Botley Hill Farm tower will be stressed to accommodate the following present and future antenna requirements.

A. USG REQUIREMENTS:

ANTENNA TYPE*	PRESENT/FUTURE	AZIMUTH	HEIGHT(m)	TO
1	Present	87° 44'	29	Cold Blow
1	Future	87° 44'	39	Cold Blow
1	Present	314° 00'	45.5	Hillingdon
1	Future	314° 00'	34	Hillingdon
2	Present	339° 42'	42	London (Navy)

*NOTE: This antenna configuration is based on approval to continue operating the frequency diversity system between Botley Hill Farm and London (Navy). Type 1 antenna is a 3.2m diameter, 280 kg, parabolic antenna with a shroud and planar radome. The Type 2 antenna is a 2.0m diameter, 170 kg, parabolic antenna with a shroud and planar radome. Both Type 1 and Type 2 antennae have mount clamps for a 115m outside diameter vertical pipe. The Type 1 antenna will be mounted to a pipe with a minimum unobstructed span on 3.048m. The Type 2 will mount to a pipe with a minimum unobstructed span of 1.525m.
The requirement for the USG antenna mounts allows a maximum deflection of plus or minus 0.1 degree for the movement of the antenna on the mounts. The maximum allowable deflection of the tower is 0.35 degrees (computed as the square root of the sum of the square of the twist and sway at the highest antenna attaching point).

B. HMG REQUIREMENTS:

ANTENNA TYPE	PRESENT/FUTURE	AZIMUTH	HEIGHT(m)	USER
3 m DISH	Future	086°	33	NATO
2 m DISH	Present	086°	35	BFG-TV
8' DISH	Future	086°	28	Future Requirement
8' DISH	Future	277°	44	Future Requirement
3 m DISH	Future	277°	49.5	NATO
8' DISH	Future	311°	16	Future Requirement
1.5m DISH	Present	324°	41	BFG-TV
8' DISH	Future	339°	49.5	Future Requirement
ANSDH	Future	270°	36	MOULD
ANSDH	Future	214°	32	MOULD
ANSDH	Future	330°	35	MOULD
2 x ANSDH (STACKED)	Future	030°	35	MOULD
2 x AN6V	Future	261°	47	MOULD
2 x AN6V	Future	261°	41	MOULD
AN12U	Future	086°	26	MOULD
AN12U	Future	311°	24	MOULD
AN12U	Future	333°	28	MOULD
2 x AN12U	Future	225°	25	MOULD

NIGERIA

Education

Agreement signed at Washington September 9, 1981;
Entered into force September 9, 1981.

AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA
ON THE TRAINING OF NIGERIAN TECHNICAL EDUCATORS

This Agreement is made this ninth day of September, 1981, between the Government of the United States of America acting through the Trade and Development Program (hereinafter referred to as "TDP") on the one part and the Government of the Federal Republic of Nigeria acting through the Federal Ministry of Education (hereinafter referred to as the "FME") on the other part.

Whereas the FME desires to obtain training assistance in order to meet Nigeria's manpower development requirements;

And whereas the Government of the United States of America is prepared to assist in arranging for such training on an actual cost (non-profit) basis;

Now it is hereby agreed as follows:

ARTICLE I

A. The FME shall send and the TDP shall receive and place suitably qualified Nigerian candidates in appropriate institutions for training in the United States beginning in 1981.

B. The TDP and the FME agree that they may enter into other training activities which are not specifically set forth in this Agreement, consistent with the interest and purposes of this Agreement. In the event that the TDP and the FME do agree to further training activities, such activities shall be undertaken in accordance with the provisions of this Agreement.

ARTICLE II

The TDP shall provide professional and administrative services to Nigerian participants to receive training at various training institutions and facilities in the United States, as detailed in Annex A of this Agreement. Among the services to be furnished, the TDP shall:

A. assist the FME in selecting Nigerian students to receive training;

B. consult with the FME on criteria for institutional selection and shall select appropriate accredited institutions in the United States for training the participants;

C. process appropriate documentation and make arrangements for the placement of participants in the selected United States institutions, including facilitating the issuance of visas;

D. Provide administrative support to participants while in the United States.

ARTICLE III

A. The FME shall determine and specify the training needs, and identify and select candidates for training programs, with the assistance of TDP as stated in Annex A, Item 1.

B. No later than March 1 of each year for which this Agreement is effective, the FME shall provide TDP with the estimated number of participants for the immediately succeeding training year. In addition, the FME agrees to forward to TDP completed application forms for long-term training in time to reach TDP 180 days in advance of the proposed starting date of the training and for short-term training at least 90 days in advance.

ARTICLE IV

A. The FME shall provide for the travel of participants to and from the United States and for making all pre-departure arrangements including providing passports, obtaining visas and arranging for pre-departure orientation.

B. The FME shall insure that candidates selected for the program undergo a complete physical examination including X-rays and that the resulting medical reports and an international immunization record are made

available to FME and TDP prior to their acceptance into the program.

C. The TDP agrees to arrange for treatment for illnesses or accidents which occur while participants are in training in the United States. The FME agrees, upon advice of the TDP to pay medical costs in excess of the amounts covered by insurance.

ARTICLE V

The training objectives for individual participants under this Agreement shall be established by the FME and implemented through documents issued by the TDP.

ARTICLE VI

A. The FME shall be responsible for all costs of participants' training and training support services incurred under this Agreement. Payment for training services shall be made directly by TDP to the providers of services, such payments to be made from the FME funds held in trust for this purpose.

B. It is understood and mutually agreed that administrative charges for the program are based on an expectation of a minimum of 260 participants during the course of the first training year and in each subsequent year. If the expected numbers do not materialize, administrative charges per participant shall be subject to a mutually agreeable adjustment.

ARTICLE VII

Estimates of costs, plus appropriate contingency amounts, shall be set out in a proposed annual budget, to be mutually agreed upon by the FME and the TDP. The estimated budgets for the 1981 and 1982 training years are attached as Annex B and Annex B-1 of this Agreement. Annual budget estimates for subsequent years shall be prepared by TDP and shall be transmitted to the FME not later than April 15 of each subsequent year as attachments to this Agreement.

ARTICLE VIII

A. On or before October 15, 1981 and on or before June 15 of each subsequent year the FME shall deposit in a United States Dollar Trust Fund Account to be designated by the TDP the total estimated budget amount agreed upon for the immediately succeeding training year, that is, September 1 to August 31.

B. The FME shall promptly remit additional trust funds to TDP when the financial reports referred to in Article X indicate that funds remaining in the Account are insufficient to cover anticipated expenditures for the training year. It is agreed that when the contingency fund falls below the minimum amount of $30,000, the FME shall deposit additional funds in the Trust Fund Account to bring the contingency fund up to the level of $50,000. It is understood that funds can be

transferred between budget line items as necessary to carry out the purposes of this Agreement.

C. Balances remaining in the Account as of the end of any training year shall be automatically carried forward and shall be included in the balance in the Account at the beginning of the subsequent training year.

D. Deposits to the aforementioned special Trust Fund Account shall be made by United States Dollar Check payable to the Trade and Development Program and transmitted to the: Office of Financial Management, Agency for International Development, Washington, D.C. 20523; or by transfer through the Federal Reserve Bank in accordance with instructions to be provided by TDP.

ARTICLE IX

A. TDP shall account for all costs incurred in the administration of this program and shall charge these costs against the Dollar Trust Fund Account established by the FME and shall provide the FME with quarterly financial reports.

B. The financial reports referred to in Paragraph A of this Article shall provide data on cumulative deposits into the Trust Fund Account from the FME, amounts disbursed, amounts accrued for unbilled expenses, and the unexpended balance of funds.

C. TDP shall also provide a comparison of budgeted and actual costs on a quarterly basis and where appropriate shall request additional Trust Fund deposits from the FME.

D. TDP shall send all financial reports to the following address:

Federal Ministry of Education
P.M.B. 12573
Lagos, Nigeria

ARTICLE X

A. At the conclusion of the program and a final accounting, TDP shall submit to the FME a statement setting forth all expenditures made under this Agreement.

B. After the cost of furnishing the services provided for herein and all related charges have been paid, and there has been a final accounting, TDP shall promptly refund to the FME any funds remaining in the Trust Account.

ARTICLE XI

The FME and TDP shall endeavor to see that the Nigerian participants return to Nigeria as soon as they have completed their courses of study.

ARTICLE XII

A. The Government of the Federal Republic of Nigeria agrees that no claim relating to this Agreement shall

be brought by it against the Government of the United States of America or its employees and that it shall not hold the Government of the United States of America liable for any claims that may arise as a result of the services furnished under this Agreement, unless such claims are the result of wanton or reckless misconduct on the part of the Government of the United States of America or its employees.

B. The parties to this Agreement agree to consult with reference to any issues or disputes that may arise concerning the implementation of this Agreement.

ARTICLE XIII

This Agreement may be amended in writing by mutual consent of both parties.

ARTICLE XIV

This Agreement shall come into effect upon signature of the duly authorized representatives of the Government of the Federal Republic of Nigeria and the Government of the United States of America.

ARTICLE XV

This Agreement shall remain in effect until sixty (60) days after receipt by either party of written notification of the intention of the other to terminate it. In the event of such termination, the parties shall consult regarding an orderly closeout of the program.

ARTICLE XVI

All Annexes to this Agreement shall be construed as an integral part of it.

DONE at Washington in duplicate, this ninth day of September, 1981, in two originals in the English language, with texts being equally authentic.

George Bush. [1]

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

VICE-PRESIDENT. [2]

FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA

[1] George Bush.
[2] Alex Ekwueme.
[Footnotes added by the Department of State.]

ANNEX A

SERVICES TO BE FURNISHED BY TDP

TDP shall provide the following services for the FME:

1. Assist in screening and selection of participants by informing the FME of standards and requirements of participating educational institutions and by reviewing qualifications of candidates identified for training.
2. Identify and make contractual arrangements with appropriate educational and training facilities sufficiently capable and willing to meet the needs of the FME.
3. Place participants in educational and training institutions according to needs and abilities.
4. Maintain records of participant progress and performance and monitor the training of the participants based on the goals agreed upon between TDP and the FME, and submit to the FME periodic reports on the progress of participants in academic training programs.
5. Arrange, as appropriate, other educational enrichment activities, such as special seminars, workshops and courses.
6. Provide assistance as needed in the orientation of participants, as well as with their housing and reception in the communities in which their studies will take place.

7. Upon the request of the FME, arrange for supervised occupational experience for participants.
8. Assist the participants in maintaining current visa status during the period of their training in the United States.
9. Arrange health and accident coverage and advise the FME of any costs incurred in excess of the limits of coverage as provided in Article IV of this Agreement.
10. Disburse monthly maintenance allowances to participants in the program.
11. When necessary, arrange for travel of participants within the United States for purposes related to their training programs.

ANNEX B

ESTIMATED ANNUAL BUDGET - 1981

This budget estimate is predicated upon an initial placement of 240 students for degree training and 20 administrators for non-degree training. As additional students are placed during the budget year, the Standard Per Student Cost factor should be applied.

	Standard Per Student Cost	x	No. of Students	=	Total	
I. Degree Participants						
A. Direct Costs						
1. Tuition	$4,500		240		$1,080,000	
2. Maintenance	6,480		240		1,555,200	
3. Local Travel	600		240		144,000	
4. Health Coverage	360		240		86,400	
5. Return Costs	-0-		240		-0-	
B. Indirect Costs $106 per month per student x 12 mos	1,272		240		305,280	
	$13,212		240			$3,170,880
II. Professional Attachments Abroad (Non-Degree Participants)						
A. Direct Costs						
1. Seminars/ Workshops	*		20		*	$ 50,000
2. Local Travel	$1,000		20		$ 20,000	
3 Health Coverage	$ 90		20		$ 1,800	
B. Indirect Costs $125 per month per student x 3 months	$ 375		20		$ 7,500	
	$1,465		20			$ 29,300
III. Contingency						$ 50,000
	TOTAL ESTIMATED 1981 BUDGET					$3,300,180

*Seminars/workshops are expected to be costed at fixed rates and the costs are, therefore, unattributable on a per student basis.

ANNEX B-1

ESTIMATED ANNUAL BUDGET - 1982*

*It is anticipated that estimates of program costs for 1982 might vary within a margin of approximately ten (10) percent of the 1981 estimates, depending on: (1) the actual experience in implementing the first year of the program, and (2) the impact of inflation.

Summary of estimated 1982 costs:

A. Group I, Year 2 Degree Participants	(N = 240)	$3,083,040
B. Group II, Year 1 Degree Participants	(N = 240)	3,310,080
Group II, Professional Attachment Abroad (Non-Degree Participants)	(N = 20)	29,300
Group II, Contingency		50,000
TOTAL ESTIMATED 1982 BUDGET		$6,472,420

Budget estimate covers total 480 degree and 20 non-degree participants during corresponding training year.

NIGERIA

Health

Agreement signed at Washington September 9, 1981;
Entered into force September 9, 1981.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA FOR COOPERATION IN THE FIELD OF HEALTH

The Government of the United States of America and the Government of the Federal Republic of Nigeria (hereinafter referred to as the Contracting Parties),

In keeping with the spirit of the Agreed Summary of Discussions of August 1980 between the respective United States of America - Nigeria health delegations and encouraged by the results of the first meeting of the United States of America - Nigeria Joint Task Force on Health Cooperation of February 1981,

HEREBY AFFIRM THEIR MUTUAL BELIEF IN:

- The importance of encouraging greater understanding between our two countries and the value of strengthening the special relationship that exists in the field of health;

- The advantages of international cooperation in advancing knowledge and in resolving common problems in health for the benefit of all mankind; and

- The importance of health in the development of a strong and vigorous nation, both socially and economically;

AND HAVE AGREED AS FOLLOWS:

ARTICLE I:

GENERAL UNDERSTANDING

(1) The Contracting Parties undertake to develop and extend cooperation in the field of health on the basis of equality and mutual benefit. Both Contracting Parties shall determine the scope of this cooperation through mechanisms and forms of collaboration discussed herein and utilize the experience gained through previous visits, exchanges and discussions.

(2) The Contracting Parties shall direct their joint efforts towards the solution of those health problems and issues of mutual interest where maximum benefit can be derived from cooperative efforts.

ARTICLE II:

AREAS OF COOPERATION

The priority areas of cooperation, which shall be carried out under this Agreement, shall inter alia include the following:

(1) Health Education of the Public, with the objective of developing an effective system and programme for health education in Nigeria;

(2) Health Information Systems, with the objective of providing information bases useful for multiple groups and purposes, including the delivery of health services, policy and programme planning, resources allocation, and health services research.

(3) Environmental and Occupational Health, with the objective of promoting and protecting the health of workers and the environment through the conduct of a situational analysis of the current state of occupational and environmental health in Nigeria and the provision of technical cooperation, including manpower development.

(4) Communicable Diseases, with particular emphasis on improving performance of the present Expanded Programme on Immunization which focuses on childhood immunizable diseases, strengthening communicable disease surveillance systems, and on the establishment of a maximum containment laboratory to further research efforts.

(5) Food and Drug Activities, with the objective of strengthening the regulatory, compliance and information systems of Nigeria's Food and Drugs Administration and Laboratory Services and developing appropriate manpower training programmes.

(6) Biomedical Research, with emphasis on nutrition and on endemic communicable diseases of Nigeria, with highest priority accorded to malaria, schistosomiasis, diarrheal diseases and the relationship between malnutrition and infection. Other diseases for research are hemoglobinopathies, oral and cardiovascular diseases, neurological disorders and cancer.

(7) Mental Health, Alcohol and Drug Abuse Activities, with the objective of developing effective models of prevention and treatment programmes in the areas of mental health, alcohol and drug abuse.

(8) Professional Education and Training, with the objective of enhancing biomedical research, medical, dental care, nursing, public health and mental health programmes in Nigeria.

ARTICLE III:

METHODS OF COOPERATION

The methods of cooperation shall inter alia include the following:

(1) Provision of technical cooperation by appropriate personnel of the United States Department of

Health and Human Services and by the staff of universities and other resources from non-governmental organizations in the United States of America.

(2) Facilitation of training for Nigerians by the United States side through identification of appropriate health institutions and provision of training opportunities; the fostering of relationships between United States and Nigerian health institutions; and the development of training programmes in Nigeria, including curriculum development activities.

(3) Exchange of information on research programmes and resources available in both countries in the biomedical sciences, mental health and other areas.

(4) Exchange of scientific personnel through fellowship programmes and short-term exchanges of experts.

(5) Collaborative research including joint development of protocols for cooperation.

ARTICLE IV:

IMPLEMENTATION OF AGREEMENT

(1) For the purpose of implementing this Agreement, the Government of the United States of America hereby designates the Department of Health and Human Services and the Government of the Federal Republic of Nigeria hereby designates the Federal Ministry of Health.

(2) Each Contracting Party reserves the right to re-designate at any time its agency for implementing this Agreement and shall inform in writing the other Contracting Party accordingly.

ARTICLE V:

ORGANIZATION

(1) The Contracting Parties shall establish a United States of America - Nigeria Joint Task Force on Health Cooperation with an equal number of members on each side.

(2) The United States side of the Joint Task Force shall be chaired by the Assistant Secretary for Health, Department of Health and Human Services, and the Nigerian side shall be chaired by the Permanent Secretary, Federal Ministry of Health, or officials designated by them.

(3) For each area of technical cooperation identified, the Contracting Parties shall designate a coordinator from their respective countries.

(4) The United States - Nigeria Joint Task Force on Health Cooperation shall be responsible for:

(a) Establishing policies and procedures mutually agreed upon for approving project proposals and implementation of the activities under this Agreement.

(b) Determining the technical cooperation activities to be implemented and selecting the individuals and organizations to carry out these activities.

(c) Reviewing and evaluating the effectiveness of the technical cooperation activities conducted under this Agreement.

ARTICLE VI:

SPECIFIC PROGRAMMES

Specific programmes directed towards achieving the broad objectives set forth above shall be described further in the minutes mutually agreed upon at the meetings of the United States of America - Nigeria Joint Task Force on Health Cooperation and in related documents. The organizations and/or key personnel selected to work on

projects under this Agreement shall be mutually agreed upon by the Department of Health and Human Services and the Federal Ministry of Health. Other areas of cooperation shall be agreed upon by the Joint Task Force.

ARTICLE VII:

PROJECT AGREEMENTS

(1) Each technical cooperation project shall have a separate agreement for services to be provided, subject to the general provisions of this Agreement. Such Agreements shall include a detailed scope of work, timetable for performance of activities, budgets specifying costs to be paid, and the responsibilities of each side.

(2) The Department of Health and Human Services and the Federal Ministry of Health shall designate a project officer for each project carried out under the Agreement.

ARTICLE VIII:

FINANCING

(1) Activities under this Agreement shall be subject to the applicable laws and regulations in each

country and financing of specific projects shall be determined by the mutual agreement of the Contracting Parties.

(2) The Contracting Parties agree that technical cooperation provided through this Agreement shall be on a reimbursable basis.

(a) Payments for services, in general, are to be borne by the benefiting side. In the case of short-term consultancies (up to 89 days), involving United States Government employees, no payment for salaries is required, but the receiving side is expected to provide for travel and daily costs. In the case of private consultants, in addition to travel and living expenses, the receiving side shall also pay a consultancy fee to be agreed upon in individual cases. The benefiting side will also pay for students placed in academic or attachment programmes except where other arrangements may be made, as in the case of fellowships and other courses.

(b) Invoices for technical services provided under this Agreement shall be submitted to the benefiting side and shall be paid within ninety (90) days of receipt of such invoices.

(3) The Contracting Parties agree that for collaborative research projects involving reciprocity of benefit, each country will pay its own expenses. The exchanges of scientists mutually agreed upon shall follow the rule whereby the sending country pays the international travel costs and the receiving country pays all in-country costs such as lodging, meals and in-country travel plus an agreed daily or monthly stipend to cover incidental expenses.

ARTICLE IX:

AMENDMENT

Any amendment to or revision of this Agreement shall be made in writing and shall come into force after approval has been given by both Contracting Parties.

ARTICLE X:

SETTLEMENT OF DISPUTES

The Contracting Parties shall endeavour to settle through negotiation and or diplomatic channels any misunderstanding or dispute concerning the interpretation or implementation of the provisions of this Agreement.

ARTICLE XI:

FORCE MAJEURE

If either Contracting Party is rendered unable because of force majeure to perform its responsibilities under this Agreement, these responsibilities shall be suspended during the period of such inability. The term "force majeure" means acts of God, acts of public enemy, war, civil disturbance, and other similar events not caused by nor within the control of the Contracting Parties.

ARTICLE XII:

ENTRY INTO FORCE, DURATION AND TERMINATION

(1) This Agreement shall enter into force upon the date of signature and shall remain valid for five years. Thereafter, the validity of this Agreement shall be renewed for an additional period to be mutually agreed upon in writing by the Contracting Parties at least six months prior to the expiry date.

(2) Either of the Contracting Parties shall terminate this Agreement by giving six months notice in writing to the other Contracting Party.

(3) At the termination of this Agreement, its provisions and the provisions of any separate protocols, contracts or agreements made in that respect shall continue to govern any unexpired and existing obligations or projects, assumed or commenced thereunder. Any such obligations or projects shall be carried on to completion.

DONE at Washington D.C. this 9th day of September, 1981 in two originals in the English language, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[1]

Vice President of the United States of America

FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA

[2]

Vice President of the Federal Republic of Nigeria

[1] George Bush.
[2] Alex Ekwueme.

CANADA

Postal

Convention, with detailed regulations, signed at Ottawa and Washington September 10 and 14, 1981;
Approved and ratified by the President of the United States of America October 16, 1981;
Entered into force January 1, 1982.

RONALD REAGAN

PRESIDENT OF THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

CONSIDERING THAT:

The Postal Convention between the United States of America and Canada was signed at Ottawa and Washington on September 10 and 14, 1981, respectively, with Detailed Regulations.

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, approve and ratify the Convention and Detailed Regulations;

IN TESTIMONY WHEREOF, I have signed this instrument of ratification and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this sixteenth day of October in the year of our Lord one thousand nine hundred eighty-one and of the Independence of the United States of America the two hundred sixth.

[SEAL]

RONALD REAGAN

By the President:
ALEXANDER M. HAIG JR.
Secretary of State

POSTAL CONVENTION
BETWEEN
THE UNITED STATES OF AMERICA
AND
CANADA

CONVENTION

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POSTAL CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND CANADA

The undersigned, by virtue of the authority vested in them by law and having regard for the Acts of the Universal Postal Union,[1] have drawn up in this Convention the following articles which shall regulate postal services between the United States of America and Canada, including any areas for which the postal administrations of these countries exercise responsibility for providing such services.

GENERAL PROVISIONS

Article 1. Definitions

1. Administration: an abbreviated term used to refer to the postal administrations of the countries signatory to this Convention.

2. UPU Convention: The Universal Postal Convention, its Final Protocol, and Detailed Regulations, as enacted by Universal Postal Congresses from time to time and adopted by the countries signatory to this Convention.

3. Letter-post items: items governed by the UPU Convention.

4. Parcel-post items: parcels exchanged between the countries signatory to this Convention; including "ordinary parcels" (those not subject to any of the special requirements for the other categories defined herein), "insured parcels" (parcels which are insured in accordance with this Convention), "service parcels" (parcels sent on postal service and so endorsed), and "air parcels" (parcels marked for air conveyance).

5. Avoirdupois/imperial measurements of weight and size apply to postal items originating in the United States of America until that administration changes over to the metric system ("Système international") internally.

[1] TIAS 5881, 7150, 8231, 9972; 16 UST 1291; 22 UST 1056; 27 UST 345; 32 UST 4587.

Article 2. General Conditions

1. Unless specifically changed by this Convention, the provisions of the UPU Convention shall govern the exchange of letter-post items between the two countries. For the exchange of parcel-post items this Convention shall apply.

2. Each administration may apply the laws and regulations applicable to its internal mails concerning prepayment, packing, and mailability to mail exchanged pursuant to this Convention, provided that:

   (a) such items are consistent with the size and weight limits established under the authority of this Convention; and

   (b) such items do not come within the prohibitions established by the administration of destination in accordance with the provisions of the UPU Convention governing prohibitions.

3. Mail exchanged under this Convention shall be forwarded and delivered by the administration of destination in accordance with its internal regulations for analogous items of mail in its internal service.

4. The chief executive officers of each administration or their authorized delegates shall make jointly such Detailed Regulations as may be found necessary to give effect to this Convention. The Detailed Regulations, and any amendments thereto, must be consistent with this Convention, and in case of conflict the latter shall prevail.

Article 3. Postage rates and other charges

1. Each administration shall fix the postage rates for letter-post items originating in its country, provided that the postage rates for such items other than reduced rate printed papers may not be lower than its postage rates for analogous items in its internal

service, and that the postage rates for reduced rate printed papers may not be lower than the postage rates for reduced rate printed papers authorized by the UPU Convention.

2. Each administration shall fix the postage rates applicable to parcel-post items originating in its country.

3. Each administration shall fix the charges and fees payable for the special services authorized under this Convention, provided that such charges and fees shall not be lower than those applicable in its internal service for the same or corresponding service.

Article 4. Surface exchanges

1. Each administration shall provide for and bear the expense of the conveyance of mails sent by surface means to the other administration.

2. In cases where the administrations agree that the land conveyance services, other than railway services, are to be provided in both directions by one of them, the administrations shall share the expenses for providing such services in proportion to the distance travelled in the territory of each. Notwithstanding the foregoing principle, the administrations may agree mutually on a different method of sharing those expenses.

3. Each administration shall submit to the other annual accounts for the surface conveyance services it provides pursuant to this article, except where it has been agreed mutually that they be submitted more frequently. In either case the accounts shall be settled at the same time as the general settlement of accounts between the administrations.

Article 5. Exchanges by air; Internal air conveyance

1. Both administrations shall give air conveyance to the LC category of letter-post items, as well as to the AO category of letter-post items and parcel-post items which are marked for this service,

according to the same standards and procedures applicable to analogous items in their internal services.

2. Each administration shall make arrangements for and bear the expense of the conveyance by air to the other country of mail originating in its country. The settlement of the accounts pertaining to air conveyance shall be directly with the airline carrying the mail. In principle, the flight and route providing the best service to the originating mail shall be chosen.

3. Each dispatch of mail conveyed by air shall be accompanied by a properly completed delivery bill on a form conforming to UPU form AV 7.

4. Neither administration shall assess any charges against the other for the internal air conveyance services provided for the mail exchanged between the two countries pursuant to this Convention.

Article 6. Land and sea transit services

Each administration shall establish the transit charges to be collected for the land and sea transit services it provides for mail received from the other administration for onward transmission to a third country. In the case of letter-post items the charges may not be higher than those specified in the UPU Convention.

Article 7. Territorial access for surface services

Each administration may use its own surface services to convey its closed mails, addressed to any exchange office in its country, across the territory of the other country without paying any charges to the other administration.

Article 8. Onward air conveyance services

1. Each administration shall provide onward air conveyance services for closed dispatches as well as for "à découvert" items received

from the other administration for onward transmission by air to a third country.

2. Payment for the onward air conveyance of parcel-post items shall be based on actual weights and shall be calculated by analogy with the UPU Convention.

3. Upon request of the transit administration additional statistical sampling shall take place, compared with the provisions of the UPU Convention, for the purpose of arriving at weights on which accounting is to be based for "à découvert" letter-post items. This additional sampling shall be requested only when the normal statistical returns produce results at variance with the actual volumes regularly sent.

Article 9. Allocation of charges

Except as provided in this Convention each administration shall retain the charges which it has collected.

Article 10. Limits of size and weight

The limits of size and weight adopted by each administration in accordance with the provisions of the UPU Convention for letter-post items, and the size limits established by each administration under its internal regulations for parcel-post items shall apply in principle to items exchanged between them. Parcel-post items shall weigh more than 1 kilogram/2 pounds, but not more than 16 kilograms/35 pounds if conveyed by surface means or not more than 30 kilograms/66 pounds if conveyed by air. The administrations shall have the authority to agree mutually on any exceptions to the foregoing. Unless otherwise agreed by the administrations any such exception shall take effect not less than three months after the date it is established by mutual agreement.

PROVISIONS CONCERNING LETTER-POST ITEMS

Article 11. Registration

1. Letter-post items, except direct bags of printed papers (including books), may be registered upon payment, in addition to the regular postage, of a fee which is not less than the registration fee charged in the country of origin for the amount of indemnity requested by the sender up to the applicable limit.

2. The following shall apply to each registered item:

   (a) the administration of origin shall issue a receipt to the sender at the time of mailing;

   (b) both administrations shall keep records concerning the movement of the item during its transmission and delivery;

   (c) the administration of destination shall obtain the signature of the addressee or his representative at the time of delivery; and

   (d) for each delivered item for which an advice of delivery has been requested and paid for by the sender, the administration of destination shall return a completed advice of delivery form to the sender.

3. The administrations shall be liable to the sender, within the limits of indemnity for registered items mutually agreed upon between them, for the loss of, theft from, or damage to registered items. The amount of the indemnity to be paid to the sender shall be the actual value of the loss, theft, or damage provided that the amount does not exceed the limits of indemnity corresponding to the registration fee paid by the sender.

4. The administration of origin shall undertake the payment of the indemnity according to its postal laws and regulations and shall be reimbursed by the other administration if the latter is responsible

for the loss, theft, or damage.

5. Neither administration shall be liable for indemnity in cases of force majeure unless it has undertaken to cover the risks of force majeure.

Article 12. Special delivery

Each administration shall provide the same special delivery services that it provides in its internal service for letter-post items which the sender has prepaid at the postage rate for letters and has, in addition, paid the applicable special delivery fee.

Article 13. Unpaid and insufficiently prepaid items

In cases where the administration of origin does not collect from the sender the deficient postage on letter-post items on which postage is. unpaid or insufficiently prepaid, it shall forward such items to the other administration with an endorsement on the cover indicating the amount of postage due, calculated according to the internal regulations of the country of origin.

Article 14. Redirected items

1. Items which are redirected, other than letters and postcards, shall be treated in accordance with the internal laws and regulations of the administration which effects redirection.

2. The charges to be collected from the addressee or the sender, as the case may be, on redirected letters and postcards shall be shown on the cover of the item.

Article 15. Undeliverable items

Unless otherwise agreed by the administrations, items which are undeliverable, other than letters and postcards, shall be dealt with in accordance with the internal postal laws and regulations of the country of destination.

PROVISIONS CONCERNING PARCEL-POST ITEMS

Article 16. Terminal charges

1. The originating administration shall pay to the receiving administration a terminal charge for each parcel-post item. This terminal charge shall be the greater of either $2.00 or 70% of the postage rate applicable to a parcel in its internal service which has a weight equal to the average weight of all parcels received from the other administration during the statistical period for parcel-post items, and which is carried a distance equal to the average distance travelled by such items within its territory during the same period. The foregoing calculations shall be made separately for parcels conveyed by surface means and for air parcels, in order to arrive at separate terminal charge rates according to mode of transport, if the $2.00 flat rate per item is exceeded in either case.

2. Accounts for terminal charges for parcel-post items shall be settled as part of the general settlement of accounts between the administrations. The administrations shall agree mutually on statistical sampling periods which shall reflect adequately seasonal fluctuations in parcel volumes and shall determine, separately according to mode of transport (surface and air), the following information for those periods:

   a) the total number of parcels dispatched and received,
   b) the average weight of all parcels received,
   c) the average distance travelled by all parcels received.

In order to arrive at the terminal charge payable reference shall be made to the internal postage rate schedule applicable to parcel-post items mailed from a single location specified for each country by mutual agreement. When more than one distance-related rate may be applied, then the highest shall be used.

Article 17. Insurance

1. Postal parcels may be insured against loss, rifling, and damage under the terms and conditions applicable in the country of origin.
2. The administration of origin shall be responsible for and undertake the payment of indemnity for the loss, rifling and damage of insured parcels in accordance with its postal laws and regulations.

Article 18. Undeliverable parcel-post items

Undeliverable parcel-post items shall be liable on return to the sender to a charge fixed by the administration of origin. The amount of this charge shall be retained by the administration of origin.

Article 19. Unpaid and insufficiently prepaid parcel-post items

Each administration shall treat unpaid and insufficiently prepaid parcel-post items in accordance with its internal laws and regulations.

Article 20. Redirected parcel-post items

Redirected parcel-post items shall be dealt with in accordance with the internal laws and regulations of the redirecting administration.

FINAL PROVISIONS

Article 21. Temporary suspension

Should extraordinary circumstances justify it, either administration may temporarily suspend, wholly or in part, its operation of the services governed by this Convention. Notice of such suspension shall be given immediately to the other administration by telecommunication medium, as shall the notice when the suspended service is resumed.

Article 22. Prior agreements superseded

This Convention abrogates and supersedes the Postal Convention between the United States of America and Canada signed at Ottawa on 12 January 1961, and at Washington on 13 January 1961,[1] and all other agreements and understandings between the two countries concerning the matters governed by this convention.

Article 23. Entry into force and duration

This Convention shall enter into force on a date mutually agreed upon[2] and shall remain in force thereafter until terminated by one of the signatories on six months notice or by both signatories on a date mutually agreed upon.

[1] TIAS 4751; 12 UST 538.
[2] Jan. 1, 1982.

CONVENTION POSTALE
ENTRE
LES ÉTATS-UNIS D'AMÉRIQUE
ET LE
CANADA

CONVENTION

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CONVENTION POSTALE ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LE CANADA

Les soussignés, en vertu du pouvoir qui leur est conféré par la loi, et compte tenu des Actes de l'Union postale universelle, ont rédigé, dans la présente Convention, les articles suivants qui régissent les services postaux entre les États-Unis d'Amérique et le Canada, y compris (dans) les régions pour lesquelles les administrations postales de l'un et de l'autre pays assument la responsabilité pour la prestation de ces services.

DISPOSITIONS GÉNÉRALES

Article 1. Définitions

1. Administration: abréviation désignant les Administrations postales des pays signataires de cette Convention.

2. Convention de l'UPU: La Convention postale universelle, son Protocole final et son Règlement d'exécution, arrêtés de temps à autre par le Congrès postal universel et adoptés par les pays signataires de cette Convention.

3. Envois de la poste aux lettres: Envois régis par la Convention de l'UPU.

4. Colis postaux: Colis échangés par les pays signataires de cette Convention; y compris les "colis ordinaires" (qui ne sont visés par aucune des exigences particulières afférentes aux autres catégories définies ci-dessous), les "colis avec valeur déclarée" (colis qui ont une valeur déclarée conformément à la présente Convention), les "colis de service" (colis échangés pour les besoins du service postal et portant une indication à cet effet) et les "colis-avion" (colis portant l'indication "par avion").

5. Les indications de poids et de dimension en unités avoir du poids/impériales s'appliquent aux envois postaux déposés aux États-Unis d'Amérique jusqu'à ce que cette administration adopte le système métrique (Système international) dans son régime intérieur.

Article 2. Conditions générales

1. À moins d'être modifiées expressément par la présente Convention, les dispositions de la Convention de l'UPU régissent l'échange des envois de la poste aux lettres entre les deux pays. La présente Convention régit l'échange des colis postaux.

2. Chaque Administration peut appliquer les lois et règlements applicables, dans son régime intérieur, à l'affranchissement, à l'emballage et à la transmissibilité du courrier échangé en vertu de la présente Convention, sous réserve des dispositions suivantes:

   (a) les limites de dimension et de poids de ces envois doivent être conformes à celles établies par la présente Convention; et

   (b) ces envois ne doivent pas constituer des objets interdits tels qu'ils sont établis par l'Administration de destination conformément aux dispositions de la Convention de l'UPU régissant les objets interdits.

3. Le courrier échangé en vertu de la présente Convention doit être acheminé et distribué par l'Administration de destination conformément à son règlement intérieur régissant les envois postaux semblables dans son régime intérieur.

4. Les administrateurs en chef de l'une et de l'autre Administration ou leurs délégués autorisés arrêtent ensemble le Règlement qu'ils jugent nécessaire pour mettre à exécution la présente Convention. Le Règlement et toute modification doivent être conséquents avec la présente Convention et, en cas de contradiction, cette dernière est exécutoire.

Article 3. Taxes d'affranchissement et autres taxes

1. Chaque Administration fixe l'affranchissement des envois de la poste aux lettres déposés dans son pays, sous réserve que les taxes d'affranchissement de ces envois, autres que les imprimés à taxe

réduite, ne soient pas inférieures aux taxes d'affranchissement des envois semblables dans son régime intérieur, et que les taxes d'affranchissement pour les imprimés à taxe réduite ne soient pas inférieures aux taxes d'affranchissement pour les imprimés à taxe réduite autorisée par la Convention de l'UPU.

2. Chaque Administration fixe les taxes d'affranchissement applicables aux colis postaux déposés dans son pays.

3. Chaque Administration fixe les taxes et les droits redevables pour les prestations postales spéciales autorisées en vertu de la présente Convention, sous réserve que ces taxes et droits ne soient pas inférieurs à ceux qui sont applicables pour une prestation identique ou correspondante dans son régime intérieur.

Article 4. Échanges par voie de surface

1. Chaque Administration assure, à ses frais, l'acheminement des envois postaux expédiés par voie de surface à l'autre Administration.

2. Dans les cas où les Administrations conviennent que les services d'acheminement territorial, autres que par chemin de fer, doivent être assurés dans les deux sens par l'une d'entre elles, elles partagent les dépenses pour la prestation de ces services proportionnellement à la distance parcourue sur le territoire de chacune d'elles. Nonobstant le principe qui précède, les Administrations peuvent convenir mutuellement d'une méthode différente pour le partage de ces dépenses.

3. Chaque Administration présente à l'autre des comptes annuels pour les services d'acheminement par voie de surface qu'elle a assurés conformément au présent article, sauf lorsqu'il a été convenu par accord mutuel qu'ils doivent être présentés plus souvent. Dans l'un et l'autre cas, les comptes doivent être réglés en même temps que le décompte général entre les Administrations.

Article 5. Échanges par voie aérienne; acheminement par voie aérienne sur le réseau intérieur

1. Les deux Administrations acheminent par voie aérienne les envois LC de la poste aux lettres, ainsi que les envois AO de la poste aux lettres et les colis postaux qui portent une indication à cet effet, en appliquant les normes et procédures qu'elles appliqueraient à des envois semblables dans leur régime intérieur.

2. Chaque Administration doit prendre, à ses frais, des dispositions pour l'acheminement par voie aérienne vers l'autre pays du courrier déposé dans son pays. Le décompte relatif à l'acheminement par voie aérienne se fait directement avec la ligne aérienne transportant le courrier. En principe, les vols et les routes assurant le meilleur service au courrier d'origine doivent être choisis.

3. Chaque dépêche de courrier acheminée par avion est accompagnée d'un bordereau de livraison dûment établi sur une formule conforme à la formule AV 7 de l'UPU.

4. Aucune des Administrations ne perçoit de rémunération de l'autre pour des services d'acheminement par voie aérienne assurés, sur son réseau intérieur, au courrier échangé entre les deux pays en vertu de la présente Convention.

Article 6. Services de transit territorial et maritime

Chaque Administration doit fixer les frais de transit à percevoir pour les services de transit territorial et maritime qu'elle assure au courrier reçu de l'autre Administration aux fins d'acheminement à un pays tiers. Dans le cas des envois de la poste aux lettres, ces frais ne peuvent être plus élevés que ceux établis dans la Convention de l'UPU.

Article 7. Accès territorial pour les services de transport par voie de surface

Chaque Administration peut utiliser ses propres services de surface pour acheminer ses dépêches closes, adressées à tout bureau d'échange de son pays, sur le territoire de l'autre pays, sans payer une quelconque taxe à l'autre Administration.

Article 8. Services de réacheminement par voie aérienne

1. Chaque Administration doit assurer des services de réacheminement par voie aérienne aux dépêches closes ainsi qu'aux envois " à découvert" reçus de l'autre Administration aux fins d'acheminement par voie aérienne à un pays tiers.

2. La rémunération pour le réacheminement par voie aérienne des envois de la poste aux colis doit être basée sur les poids réels et doit être calculée par analogie avec la Convention de l'UPU.

3. Sur demande de l'Administration de transit, des échantillonnages statistiques supplémentaires peuvent être effectués, de façon analogue aux dispositions de la Convention de l'UPU, afin d'en arriver à des poids sur lesquels la comptabilité relative aux envois de la poste aux lettres "à découvert" peut être basée. Cet échantillonnage supplémentaire ne doit être demandé que dans les cas où les données statistiques normales produisent des résultats différents des volumes réels qui sont expédiés régulièrement.

Article 9. Attribution des taxes

Sauf disposition contraire de la présente Convention, chaque Administration conserve les taxes qu'elle a perçues.

Article 10. Limites de dimension et de poids

Les limites de dimension et de poids adoptées par chaque Administration conformément aux dispositions de la Convention de l'UPU pour les envois de la poste aux lettres et les limites de dimension établies par chaque Administration en vertu de son règlement intérieur pour les colis

postaux s'appliquent en principe aux envois échangés entre elles. Les colis postaux doivent peser au moins 1 kilogramme/2 livres et au plus 16 kilogrammes/35 livres s'ils sont acheminés par voie de surface ou 30 kilogrammes/66 livres au plus s'ils sont acheminés par voie aérienne. Les Administrations ont le pouvoir de convenir mutuellement de toute exception aux dispositions précédentes. À moins qu'il en soit convenu autrement par les Administrations, ces exceptions entrent en vigueur au plus tôt trois mois après la date de leur établissement par consentement mutuel.

DISP TIONS CONCERNANT LA POSTE AUX LETTRES

Article 11. Recommandation

1. Les envois de la poste aux lettres, sauf les sacs directs d'imprimés (y compris les livres) peuvent être recommandés sur paiement, en sus de l'affranchissement ordinaire, d'un droit qui ne doit pas être inférieur au droit de recommandation perçu par le pays d'origine pour le montant de l'indemnité demandée par l'expéditeur, jusqu'à concurrence de la limite applicable.

2. Les dispositions suivantes s'appliquent à tout envoi recommandé:

   (a) l'Administration d'origine émet un récépissé à l'expéditeur au moment du dépôt;

   (b) les deux Administrations tiennent des régistres sur les mouvements de l'envoi pendant sa transmission et à la livraison;

   (c) l'Administration de destination doit obtenir la signature du destinataire ou de son représentant à la livraison; et

   (d) pour chaque envoi livré pour lequel un avis de réception a été demandé et payé par l'expéditeur, l'Administration de destination doit retourner un avis de réception dûment rempli à l'expéditeur.

3. Les Administrations sont responsables envers l'expéditeur, dans les limites de l'indemnité pour les envois recommandés dont elles ont mutuellement convenues, pour la perte, l'avarie ou la spoliation d'envois recommandés. Le montant de l'indemnité devant être versé à l'expéditeur est la valeur réelle de l'envoi perdu, avarié ou spolié, à condition que le montant ne dépasse pas les limites de l'indemnité correspondant au droit de recommandation payé par l'expéditeur.

4. L'Administration d'origine effectue le paiement de l'indemnité conformément à ses lois et règlements postaux et obtient un remboursement de l'autre Administration si cette dernière est responsable de la perte, de l'avarie ou de la spoliation.

5. Aucune des Administrations n'est tenue de verser l'indemnité en cas de force majeure, à moins qu'elle ne se soit engagée à couvrir les risques de force majeure.

Article 12. Envois exprès

Chaque Administration doit assurer les mêmes prestations de livraison par exprès qu'elle assure dans son régime intérieur aux envois de la poste aux lettres que l'expéditeur a affranchis au tarif de la poste aux lettres et pour lesquels il a, en sus, payé le droit applicable pour la livraison par exprès.

Article 13. Absence et insuffisance d'affranchissement

Dans les cas où l'Administration d'origine ne perçoit pas de l'expéditeur l'affranchissement manquant sur les envois de la poste aux lettres qui ne sont pas ou qui sont insuffisamment affranchis, elle expédie ces envois à l'autre Administration après avoir apposé, sur l'enveloppe, une mention indiquant le montant du port dû, établi selon le règlement intérieur du pays d'origine.

Article 14. Réexpédition des envois

1. Les envois autres que les lettres et les cartes postales qui sont réexpédiés doivent être traités conformément aux lois et règlements intérieurs de l'Administration qui effectue la réexpédition.

2. Les taxes à percevoir du destinataire ou de l'expéditeur, selon le cas, pour les lettres et les cartes postales réexpédiées, doivent être indiquées sur l'enveloppe.

Article 15. Envois non distribuables

À moins que les Administrations en conviennent autrement, les envois non distribuables, autres que les lettres et les cartes postales, doivent être traités conformément aux lois et règlements postaux intérieurs du pays de destination.

DISPOSITIONS CONCERNANT LES COLIS POSTAUX

Article 16. Quotes-parts d'arrivée

1. L'Administration d'origine doit verser à l'Administration de destination des quotes-parts d'arrivée pour chaque colis postal. Ces quotes-parts correspondent au plus élevé des deux montants suivants: $2 ou 70 pour cent de la taxe d'affranchissement applicable, dans son régime intérieur, à un colis dont le poids est égal au poids moyen de tous les colis reçus de l'autre Administration pendant la période statistique pour les colis postaux, et qui est transporté sur une distance égale à la distance moyenne parcourue par ces envois, sur son territoire, pendant la même période. Le calcul précédent doit se faire séparément pour les colis acheminés par voie de surface et pour les colis-avion, afin d'en arriver à des quotes-parts distinctes selon le mode d'acheminement, si le taux forfaitaire de $2 par envoi est dépassé dans l'un ou l'autre cas.

2. Les comptes relatifs aux quotes-parts d'arrivée de colis postaux doivent être réglés dans le cadre du décompte général entre les Administrations. Les Administrations conviennent mutuellement de périodes d'échantillonnage statistique qui reflètent fidèlement les fluctuations saisonnières des volumes de colis et qui permettent de relever séparément, selon le mode d'acheminement (surface et avion), les renseignements suivants pour ces périodes:

a) le nombre total des colis expédiés et reçus,
b) le poids moyen de tous les colis reçus,
c) la distance moyenne parcourue par tous les colis reçus.

Afin d'en arriver aux frais terminaux redevables, il faut se reporter aux tables des tarifs postaux internes applicables aux colis postaux expédiés d'un seul endroit dans chaque pays choisi par accord mutuel. Lorsqu'il est possible d'appliquer plus d'un tarif proportionnel à la distance, il faut utiliser le plus élevé.

Article 17. Déclaration de valeur

1. Les colis postaux peuvent être assurés pour une valeur déclarée contre la perte, la spoliation et l'avarie aux conditions applicables dans le pays d'origine.

2. Il incombe à l'Administration d'origine de verser l'indemnité pour la perte, la spoliation ou l'avarie de colis avec valeur déclarée conformément à ses lois et règlements postaux.

Article 18. Colis postaux non distribuables

Les colis postaux non distribuables doivent être grevés, pour le retour à l'expéditeur, d'une taxe établie par l'Administration d'origine. Le montant de cette taxe est conservé par l'Administration d'origine.

Article 19. Absence et insuffisance d'affranchissement des colis postaux

Chaque Administration doit traiter les colis postaux non ou insuffisamment affranchis conformément à ses lois et règlements internes.

Article 20. Réexpédition des colis postaux

Les colis postaux réexpédiés doivent être traités conformément aux lois et règlements internes de l'Administration qui les réexpédie.

DISPOSITIONS FINALES

Article 21. Suspension temporaire

Si des circonstances extraordinaires le justifient, chaque Administration peut suspendre temporairement, en tout ou en partie, la prestation des services régis par la présente Convention. Elle doit aviser immédiatement, par un moyen de télécommunication, l'autre Administration d'une telle suspension, de même que de la reprise du service suspendu.

Article 22. Remplacement des ententes précédentes

La présente Convention abroge et remplace la Convention postale entre les États-Unis d'Amérique et le Canada signée à Ottawa le 12 janvier 1961 et à Washington le 13 janvier 1961, ainsi que toutes les autres ententes et tous les autres accords conclus par les deux pays pour des sujets régis par la présente Convention.

Article 23. Mise à exécution et durée

La présente Convention entrera en vigueur à une date fixée par accord mutuel et reste en vigueur jusqu'à ce qu'il y soit mis fin par l'un des signataires sur préavis de six mois ou par les deux signataires à une date fixée par accord mutuel.

IN WITNESS WHEREOF the undersigned, duly authorized to that effect, have signed this Convention.

DONE in duplicate at Ottawa, this tenth day of September 1981, and at Washington this fourteenth day of September 1981, in the English and French languages, each version being equally authentic.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet, ont signé le présent Convention.

FAIT en double exemplaire à Ottawa le dix septembre 1981, et à Washington le quatorze septembre 1981, en langues française et anglaise, chaque version faisant également foi.

WILLIAM F. BOLGER
Postmaster General of the
United States of America

[SEAL]

ANDRÉ OUELLET
Postmaster General of Canada
Ministre des postes du Canada

DETAILED REGULATIONS
OF THE
POSTAL CONVENTION
BETWEEN
THE UNITED STATES OF AMERICA
AND
CANADA

Detailed Regulations

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DETAILED REGULATIONS OF THE
POSTAL CONVENTION
BETWEEN THE UNITED STATES OF AMERICA AND CANADA

The undersigned, in accordance with article 2, paragraph 4 of the Postal Convention between the United States of America and Canada, have drawn up the following Detailed Regulations for the implementation of the afore-mentioned Convention.

GENERAL PROVISIONS

Article 101. Information to be supplied by the administrations

1. Each administration shall communicate to the other administration in writing:

   (a) the necessary information concerning the customs or other regulations, as well as the prohibitions or restrictions, governing the entry and transit of postal items in the territory of its country and other areas for which it has responsibility for providing postal services;

   (b) the postage rates, charges, and fees authorized under article 3 of the Convention;

   (c) the charges and dues established under articles 6, 8, and 16 of the Convention; and

   (d) The limits of size and weight adopted in accordance with article 10 of the Convention, apart from the exceptions requiring mutual agreement.

2. Each administration shall notify the other, as far in advance of the effective date as possible, of any changes in the postage rates, charges, and fees referred to in paragraph 1(b) of this article.

3. Any other change of the information mentioned in paragraph 1 shall be communicated in writing immediately to the other administration.

Article 102. Maximum bag weight

The maximum weight of each bag shall be 30 kilograms/66 pounds.

Article 103. Letter bills and parcel bills

1. Each administration may dispatch non-registered letter-post items and both ordinary and insured parcel-post items for delivery in the other country without the use of letter bills or parcel bills except during the periods agreed upon by the administrations for collecting statistical information.

2. In absence of an agreement between the administrations to bulk bill registered letter-post items, each dispatch of such items shall be accompanied by a document which descriptively lists each item.

3. Closed dispatches of parcel-post items submitted by either administration to the other for land or sea transit or onward air conveyance shall be accompanied by documentation indicating the gross weight of the items in each dispatch.

4. A découvert parcel-post items for land or sea transit or onward air conveyance shall be accompanied by parcel bills indicating the weight of such items for each country of destination.

Article 104. Missent items

Each administration shall treat missent items which originated in the other administration in the same manner as it treats missent items in its internal service. No charge shall be assessed against the other administration with respect to such items.

Article 105. Bundling of newspapers and periodicals

When publishers have a number of individually addressed copies of newspapers or periodicals for delivery by the same destination post office, they may be enclosed in a securely fastened bundle without individual wrappers or envelopes. Each such newspaper or periodical shall be considered as a separate item for the purposes of payment of postage. Each bundle shall be wrapped and bear a label showing the name and address of the destination post office, and shall be endorsed with the instruction "Open and distribute". The wrapper shall be marked "Postage paid at (name of post office of mailing)" and endorsed "Printed Papers - Second Class". The weight of such bundles shall not exceed the maximum bag weight.

Article 106. Customs declarations

1. Each item containing goods shall be accompanied by one customs declaration in the form prescribed by the administration of origin, properly completed by the sender and securely affixed to it.

2. In the case of parcel-post items each customs declaration shall indicate whether, if undeliverable at the address shown, the item is to be delivered to an alternate address, returned to sender, or treated as abandoned.

3. In the absence of such an indication, each undeliverable parcel-post item shall be returned to the sender.

Article 107. Admission of postage stamps

Cancelled or uncancelled postage stamps may be sent in all categories of letter-post items, other than those sent at printed matter rates, and in parcel-post items exchanged between the two countries. Insurance of the latter shall be at the option of the administration of origin.

Article 108. Sealed greeting cards

Greeting cards which are acceptable for posting at the postage rate for printed papers (those containing conventional words of courtesy expressed in no more than five words or five initials) may be enclosed in sealed envelopes and endorsed as "printed papers". Such items shall be subject to postal inspection by the administration of origin in accordance with its internal regulations.

FINAL PROVISIONS

Article 109. Entry into force and duration

The Detailed Regulations shall enter into force on the same date as the Convention to which they refer and shall have the same duration as that Convention.

RÈGLEMENT D'EXÉCUTION
DE LA
CONVENTION POSTALE
ENTRE
LES ÉTATS-UNIS D'AMÉRIQUE
ET LE
CANADA

Règlement d'exécution

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RÈGLEMENT D'EXÉCUTION DE LA
CONVENTION POSTALE
ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LE CANADA

Les soussignés, conformément à l'article 2, paragraphe 4 de la Convention postale entre les États-Unis d'Amérique et le Canada, ont rédigé le Règlement suivant pour l'exécution de la Convention susmentionnée.

DISPOSITIONS GÉNÉRALES

Article 101. Information à fournir par les Administrations

1. Une Administration doit communiquer à l'autre, par écrit:

a) les renseignements nécessaires sur les règlements douaniers et autres règlements, ainsi que sur les objets interdits ou les restrictions régissant l'entrée et le transit d'envois postaux sur le territoire de son pays et d'autres régions pour lesquelles elle assume la responsibilité pour la prestation des services postaux;

b) les taxes d'affranchissement, les autres taxes et droits autorisés en vertu de l'article 3 de la Convention;

c) les taxes et droits établis en vertu des articles 6, 8 et 16 de la Convention et

d) les limites de dimension et de poids adoptées conformément à l'article 10 de la Convention, à l'exclusion des exceptions exigeant un accord mutuel.

2. Une Administration avise l'autre, le plus tôt possible avant la date d'entrée en vigueur, de tout changement des taxes d'affranchissement, des autres taxes et droits mentionnés à l'alinéa 1 (b) du présent article.

3. Tout changement des renseignements mentionnés au paragraphe 1 est communiqué immédiatement, par écrit, à l'autre Administration.

Article 102. Poids maximal des sacs

Le poids maximal de chaque sac est de 30 kilogrammes/66 livres.

Article 103. Feuilles d'avis et feuilles de route des colis postaux

1. Chaque Administration peut expédier les envois non recommandés de la poste aux lettres et les colis ordinaires et avec valeur déclarée pour livraison dans l'autre pays sans qu'ils soient accompagnés d'une feuille d'avis ou d'une feuille de route de colis postaux, sauf pendant les périodes dont les deux Administrations ont convenues pour la collecte de renseignements statistiques.

2. En l'absence d'une entente entre les Administrations pour l'inscription en nombre des envois de la poste aux lettres recommandés, chaque dépêche de ces envois est accompagnée d'un document qui décrit chaque envoi.

3. Les dépêches closes de colis postaux présentées par l'une ou l'autre Administration pour le transit territorial ou maritime ou le réacheminement par voie aérienne sont accompagnées de documents indiquant le poids brut des envois de chaque dépêche.

4. Les colis postaux "à découvert" présentés pour le transit territorial ou maritime ou le réacheminement par voie aérienne sont accompagnés de feuilles de route de colis postaux indiquant le poids de ces envois pour chaque pays de destination.

Article 104. Envois en fausse direction

Une Administration traite les envois en fausse direction qui ont été reçus de l'autre Administration de la même façon que s'il s'agissait d'envois en fausse direction dans son régime intérieur. Elle ne percevra pas de taxe de l'autre Administration pour ces envois.

Article 105. Enliassage des journaux et périodiques

Lorsque les éditeurs expédient un certain nombre d'exemplaires de journaux ou de périodiques adressés individuellement, pour livraison par le même bureau de poste de destination, ils peuvent les enliasser solidement sans les placer dans des enveloppes ou des emballages individuels. Chaque journal ou périodique est considéré comme un envoi distinct aux fins d'affranchissement. Chaque liasse est enveloppée et porte une étiquette sur laquelle figurent le nom et l'adresse du bureau de poste de destination et la mention "Open and distribute" (Ouvrir et distribuer). L'emballage doit porter la mention "Postage paid at (nom du bureau de poste de dépôt)" et "Printed papers-second class" ("Imprimés - Deuxième classe"). Le poids de ces liasses n'est pas supérieur au poids maximal d'un sac.

Article 106. Déclarations en douane

1. Chaque envoi contenant des marchandises doit être accompagné d'une déclaration en douane dans la forme prescrite par l'Administration d'origine, dûment remplie par l'expéditeur et solidement collée sur l'envoi.

2. Dans le cas des colis postaux, chaque déclaration en douane doit indiquer si, dans les cas où l'envoi ne peut être distribué à l'adresse indiquée, il doit être livré à une autre adresse, renvoyé à l'expéditeur ou traité comme envoi abandonné.

3. À défaut d'une pareille indication, chaque coli postal non distribuable doit être renvoyé à l'expéditeur.

Article 107. Admission des timbres-poste

Les timbres-poste oblitérés ou non peuvent être expédiés dans des envois de la poste aux lettres, de toutes les catégories, autres que celles déposées au tarif des imprimés, et dans les colis postaux échangés entre les deux pays. La déclaration de valeur de ces derniers sera au choix de l'Administration d'origine.

Article 108. Cartes de voeux scellées

Les cartes de voeux qui peuvent être acceptées au dépôt au tarif d'affranchissement des imprimés (celles contenant les formules de politesse habituelles en cinq mots ou cinq initiales au plus) peuvent être placées dans une enveloppe scellée et porter la mention "printed papers" ("imprimés"). Ces envois sont soumis à l'inspection postale par l'Administration d'origine, conformément à son règlement intérieur.

DISPOSITIONS FINALES

Article 109. Mise à exécution et durée

Le Règlement est mis à exécution à la même date que la Convention à laquelle il se rapporte, et sa durée est la même que celle de la Convention.

IN WITNESS WHEREOF the undersigned, duly authorized to that effect, have signed these Detailed Regulations of the Postal Convention.

DONE in duplicate at Washington, this fourteenth day of September 1981 in the English and French languages, each version being equally authentic.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet, ont signé le présent Règlement d'exécution de la Convention postale.

FAIT en double exemplaire à Washington le quatorze septembre 1981 en langues française et anglaise, chaque version faisant également foi.

WILLIAM F. BOLGER
Postmaster General of the
United States of America

[SEAL]

JAMES C. CORKERY
Deputy Postmaster General
of Canada
Sous-Ministre des postes
du Canada

INTERNATIONAL ATOMIC ENERGY AGENCY

Atomic Energy: Technical Cooperation and Nuclear Safety

Memorandum of understanding signed at Vienna and Bethesda May 29 and September 16, 1981;
Entered into force September 16, 1981.

INTERNATIONAL ATOMIC ENERGY AGENCY
AGENCE INTERNATIONALE DE L'ENERGIE ATOMIQUE
МЕЖДУНАРОДНОЕ АГЕНТСТВО ПО АТОМНОЙ ЭНЕРГИИ
ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA

WAGRAMERSTRASSE 5, P.O. BOX 100, A-1400 VIENNA, AUSTRIA, TELEX: 1-12645, CABLE: INATOM VIENNA, TELEPHONE: 2360

IN REPLY PLEASE REFER TO:
PRIERE DE RAPPELER LA REFERENCE:

MEMORANDUM OF UNDERSTANDING

1. The International Atomic Energy Agency (hereinafter the "Agency") undertakes to make available to developing countries among its Member States, within the framework of its Regular Programme of Technical Assistance or as executing Agency for the United Nations Development Programme, the services of technical co-operation experts in the various fields of the peaceful applications of atomic energy, including nuclear safety.

2. The United States Nuclear Regulatory Commission (hereinafter the "USNRC") has declared its willingness to make available to the Agency upon request qualified experts for the services mentioned under paragraph one above in the field of nuclear safety.

3. The exact nature of the services involved (description of duties, duration of the assignment, dates, duty station, etc.) will be subject in each case to the exchange of communications between the Agency and the USNRC. The financial conditions are set forth in paragraphs 6 and 7 below.

4. In line with existing procedures for the provision of experts in countries requesting technical assistance, any candidate nominated by the USNRC will have to be officially accepted (cleared) by the recipient Government.

5. The terms of this Memorandum of Understanding will apply in each specific case only after:

   a) an agreement has been reached between the Agency and the USNRC on the basis of the exchange of communications mentioned in paragraph three above; and

   b) the official acceptance (clearance) of the candidate by the recipient Government, as mentioned in paragraph four above, has been received by the Agency.

Now, therefore, the Agency and the USNRC agree as follows:

6. The USNRC will continue to pay the experts' salary, compensation and benefits and they shall not be entitled to any direct benefit,

payment, subsidy or compensation from the Agency arising out of, or in connection with, the performance of their services under this Memorandum of Understanding, with the exception of those indicated in paragraph 7 below.

7. The Agency will pay the experts' travel expenses from their place of residence to their duty station (via Vienna if required) by air economy class round trip (excursion fare whenever possible) as well as their daily subsistance allowance at UN rates for the duration of their assignment. They will be furthermore entitled to ten kilos excess accompanied baggage at Agency's expenses.

8. The experts will submit a written report to the Agency within thirty days of the completion of their assignment. Whenever necessary the experts may be requested by the Agency to pay short visits to the Agency in Vienna for briefing on their way to the duty station and/or for debriefing on their way back home (in which case their airtickets would be routed through Vienna accordingly, at Agency's expenses).

9. The experts will perform their services and regulate their conduct in accordance with such direction and instructions, which are consistent with their relationship with the Agency, as may be given them by, or on behalf of, the Director General of the Agency.

10. Consistent with the provisions of the Agency's Statute,[1] its Staff Rules and Regulations, the experts will refrain from disclosing any industrial secret or other confidential information made known to them by reasons of their performing the above services, except upon authorization by the Agency.

M. Schlosberg
Head, Experts Section
Division of Technical Assistance

for the
International Atomic Energy Agency

Place: Vienna, Austria

Date: 29 May 1981

William J. Dircks
Executive Director for Operations

for the
United States Nuclear Regulatory Commission

Place: Bethesda, Maryland

Date: September 16, 1981

[1] Done Oct. 26, 1956. TIAS 3873; 8 UST 1093.

CANADA

Defense: Telecommuncations

Agreement signed at Ottawa and Washington September 15 and October 22, 1981;
Entered into force October 22, 1981.

LETTER OF AGREEMENT BETWEEN

the

UNITED STATES DEPARTMENT OF DEFENSE (US DoD)

and the

DEPARTMENT OF NATIONAL DEFENCE (DND) CANADA

concerning

NARRATIVE RECORD TELECOMMUNICATION INTERFACE ARRANGEMENTS

Introduction

1. Recognizing the mutual advantages to be gained by improving the existing manual arrangements for the transfer of narrative record traffic between the United States' Defense Communications System's Automatic Digital Network (AUTODIN) and Canada's Automated Defence Data Network (ADDN), the Director, Defense Communications Agency (DCA), acting on behalf of the United States Department of Defense, (US DoD) and the Director General, Communications and Electronics Operations (DGCEO), acting on behalf of the Department of National Defence (DND) Canada, agree to connect the two networks through selected switching equipment of both National Defense Organizations (NDO).

The Agreement

2. It is agreed that the DND will be provided automatic access from the ADDN to AUTODIN, and the DoD will be provided a reciprocal capability by the DND. The Director, DCA, and the DGCEO will offer these services as a matter of international courtesy. Further, the Director, DCA, and the DGCEO will jointly establish the interfaces to satisfy engineering, traffic distribution, and emergency routing considerations.

Provision of Interface

3. The communications terminal equipment and the interconnecting circuits between the two networks will be provided by both a US DoD and an agency of the DND. There will be no financial exchange between the two NDOs arising from the communications service each will provide to the other under the terms of this agreement. In all cases the cost of providing and maintaining

the terminal equipment for both ends of interface circuits provided by one NDO will be considered as equating to the cost of providing and maintaining the interconnecting circuits provided by the other NDO. Each NDO will undertake to complete agreed minor maintenance tasks to equipment on site. Each NDO will bear the cost of its own site preparation required to accommodate terminal equipment. Details of each specific interface will be covered by an appendix hereto.

Control

4. The Commander, Canadian Forces Communications Command (CFCC) has responsibility for technical arrangements for the interface. CFCC will collaborate with the DCA in discharging this responsibility.

5. Local control of ADDN traffic entering the AUTODIN will be implemented by the connected AUTODIN Switching Center (ASC). AUTODIN traffic entering the ADDN will be under the local control of the connected CFCC Automatic Switching Node.

Communication Procedures

6. Each network will conform with the communication operating procedures of the host network except as otherwise mutually understood and recorded in the appendix covering each specific interface. The following conditions are understood to prevail for all appendices:

a. There will be no impact on or changes to Allied Communications Publication (ACP) 127 formats or general procedures except service message text format and general service message response procedures, which will be as specified in the US Joint Army, Navy, and Air Force Publication (JANAP) 128.

b. Changes or amendments to JANAP 128 procedures will not require the approval of the DND, but DND will be kept informed of all changes.

c. Each NDO recognizes that changes in procedure may affect the software for the other NDO's switch to an extent that may make the interchange of traffic impractical and that consultation between them is necessary to coordinate proposed changes.

d. Traffic requiring special handling, because of its security caveat, will not be introduced into the networks by either NDO on circuits not cleared for the special handling caveat used, unless off-line encrypted.

e. Appropriate communications security equipment keying material will be provided on recurring basis by each NDO's responsible issuing authority.

f. Each NDO reserves the right to impose MINIMIZE procedures or to institute other measures to limit traffic flow.

Security

7. In order to prevent unauthorized disclosure or compromise of classified information or equipment, both NDOs will undertake to impose such security measures, in accordance with the standing security arrangements and procedures prevailing between them, to afford classified material protection substantially the same as that normally given by the supplying NDO.

Liabilities

8. Neither NDO shall be held liable for damages resulting from any failure of the equipment, system, or handling of narrative record telecommunications under the provisions of this agreement.

Effective Date and Modifications

9. This basic agreement will be effective for a five-year period from the date of signature of this letter. Either NDO may cancel specific interface arrangements at a minimum notice of 90 days but a notice of 12 months is preferable. Specific interface arrangements may be modified at any time by the mutual consent of the two NDOs.

Signature

10. The foregoing represents a record of the basic agreement between the Department of National Defence of Canada and the United States Department of Defense upon the matters referred to therein and will enter into force upon signature by their authorized representatives.

For the Department of National Defence of Canada:	For the Department of Defense of the United States:
Signature:	Signature:
Name: B. J. BENNETT	Name: WILLIAM S. HILSMAN
Title: DIR GEN, C&E OPNS	Title: DIRECTOR
Agency: HQ NATIONAL DEFENCE	Agency: DEFENSE COMM AGENCY
Date Signed: 15 Sep 81	Date Signed: 22 Oct 81

Attachments:

Appendix 1 - Interface between Hancock ASC Borden Concentrator/Node

Appendix 2 - Interface between Hancock ASC Debert Concentrator/Node

Appendix 3 - Interface between McClellan ASC Penhold Concentrator/Node

Appendix 4 - Interface between Pirmasens ASC and Lahr Airfield, Germany

Title

1. Appendix 1 to Letter of Agreement (LOA) between the United States Department of Defense and the Department of National Defence, Canada concerning Narrative Record Telecommunication Interface Arrangements.

Purpose

2. To specify the operational features of the interface between the AUTODIN switching center at Hancock, NY and the Automatic Concentrator/Node at Borden, Ontario, that are essential to the efficient transfer of narrative record traffic.

Introduction

3. This Appendix is an integral part of the basic LOA and supplements that agreement by stating technical characteristics and resource responsibilities pertaining to the Hancock - Borden interface.

Technical Characteristics

4. The technical characteristics of the current interface are listed in Attachment 1.

Resource Responsibilities

5. Responsibilities for the resources required to establish this interface are as shown in Attachment 2.

Duration

6. This Appendix will be effective for the same period of time as the basic agreement of which it is a part and is subject to the same modification provisions as set forth in that agreement.

Signature

7. The foregoing is a record of the agreed operational features of the interface described herein which become effective upon signature by authorized representatives of the Department of National Defence, Canada and the Department of Defense, United States.

For the Department of National Defence of Canada:	For the Department of Defense of the United States:
Signature:	Signature:
Name: B. J. BENNETT	Name: WILLIAM J. HILSMAN
Title: DIR GEN, C&E OPNS	Title: DIRECTOR
Agency: HQ NATIONAL DEFENCE	Agency: DEFENSE COMM AGENCY
Date Signed: 15 Sep 81	Date Signed: 22 Oct 81

APPENDIX 1 to US-CDN-LOA

TECHNICAL CHARACTERISTICS

TITLE	US	CDN
Circuit Connectivity Points	Hancock MSU	Borden Concentrator/Node
Circuit Identification	DULQ 7F49 & 7F50	11262501 & 11262502
Circuit Speed	75 Baud	75 Baud
Circuit Restoration Priority	1G & 2I	1G & 2I
Communications Mode	Mode V	Mode V
Net Control Station	Hancock ASC	Hancock ASC
Alternative Route	Hancock to Debert McClellan to Penhold	Via ADDN to Debert or Penhold
Message Format	ACP 127	ACP 127
Precedence (Highest)	FLASH	FLASH
Security Level	SECRET	SECRET
Traffic Handling Characteristics	US/CDN Common User Traffic	CDN/US Common User Traffic
Anticipated Traffic Volume	Approximately 15,000 Msg/MO	Approximately 6,000 Msg/MO
Terminal Equipment	ASC Termination	Through MAID to Concentrator/Node
Terminal Equipment Maintenance	ASC	CDN
COMSEC Equipment	KW 26	KW 26
COMSEC Maintenance	US	CDN

ATTACHMENT 1 TO APPENDIX 1, US-CDN LOA

RESOURCE RESPONSIBILITIES

for

HANCOCK - BORDEN

INTERFACE

Resource	At Hancock	At Borden
1. Prepare site.	US	CDN
2. Provide and install equipment:		
a. Terminal.	US	US
b. COMSEC:	US	CDN
3. Provide and maintain interconnect circuit.	US	CDN
4. Operate and maintain equipment:		
a. Terminal.	US	CDN
b. COMSEC.	US	CDN
5. Logistic support:		
a. Terminal equipment.	US	CDN/US (See Note)
b. COMSEC equipment.	US	CDN
6. Other (Explain).		

NOTE: Three modular AUTODIN Interface Devices (MAID) are on site. Failure of the MAID requires that DND ship all or part of the MAID to the US for repair.

ATTACHMENT 2 TO APPENDIX 1, US-CDN LOA

Title

1. Appendix 2 to Letter of Agreement (LOA) between the United States Department of Defense and the Department of National Defence, Canada concerning Narrative Record Telecommunication Interface Arrangements.

Purpose

2. To specify the operational features of the interface between the AUTODIN switching center at Hancock, NY and the Automatic Concentrator/Node at Debert, N.S. that are essential to the efficient transfer of narrative record traffic.

Introduction

3. This Appendix is an integral part of the basic LOA and supplements that agreement by stating technical characteristics and resource responsibilities pertaining to the Hancock - Debert interface.

Technical Characteristics

4. The technical characteristics of the current interface are listed in Attachment 1.

Resource Responsibilities

5. Responsibilities for the resources required to establish this interface are as shown in Attachment 2.

Duration

6. This Appendix will be effective for the same period of time as the basic agreement of which it is a part and is subject to the same modification provisions as set forth in that agreement.

Signature

7. The foregoing is a record of the agreed operational features of the interface described herein which become effective upon signature by authorized representatives of the Department of

National Defence, Canada and the Department of Defense, United States.

For the Department of National Defence of Canada:	For the Department of Defense of the United States:
Signature:	Signature:
Name: B. J. BENNETT	Name: WILLIAM J. HILSMAN
Title: DIR GEN, C&E OPNS	Title: DIRECTOR
Agency: HQ NATIONAL DEFENCE	Agency: DEFENSE COMM AGENCY
Date Signed: 15 Sep 81	Date Signed: 22 Oct 81

APPENDIX 2 TO US-CDN LOA

TECHNICAL CHARACTERISTICS

TITLE	US	CDN
Circuit Connectivity Points	Hancock MSU	Debert Concentrator/Node
Circuit Identification	DULQ 7F51 & 7F52	13262501 & 13262502
Circuit Speed	75 Baud	75 Baud
Circuit Restoration Priority	1G & 2I	1G & 2I
Communications Mode	Mode V	Mode V
Net Control Station	Hancock ASC	Hancock ASC
Alternative Route	Hancock to Borden McClellan to Penhold	ADDN to Penhold Node or Borden Node
Message Format	ACP 127	ACP 127
Precedence (Highest)	FLASH	FLASH
Security Level	SECRET	SECRET
Traffic Handling Characteristics	US/CDN Common User Traffic	CDN/US Common User Traffic
Anticipated Traffic Volume	Approximately 10,000 Msg/MO	Approximately 3,000 Msg/MO
Terminal Equipment	ASC Termination	Through MAID to Concentrator/Node
Terminal Equipment Maintenance	ASC	CDN
COMSEC Equipment	KW 26	KW 26
COMSEC Maintenance	US	CDN

ATTACHMENT 1 TO APPENDIX 2, US-CDN LOA

RESOURCE RESPONSIBILITIES

for

HANCOCK - DEBERT

INTERFACE

Resource	At Hancock	At Debert
1. Prepare site.	US	CDN
2. Provide and install equipment:		
a. Terminal.	US	US
b. COMSEC:	US	CDN
3. Provide and maintain interconnect circuit.	US	CDN
4. Operate and maintain equipment:		
a. Terminal.	US	CDN
b. COMSEC.	US	CDN
5. Logistic support:		
a. Terminal equipment.	US	CDN/US (See Note)
b. COMSEC equipment.	US	CDN
6. Other (Explain).		

NOTE: Three modular AUTODIN Interface Devices (MAID) are on site. Failure of the MAID requires that DND ship all or part of the MAID to the US for repair.

ATTACHMENT 2 TO APPENDIX 2, US-CDN LOA

Title

1. Appendix 3 to Letter of Agreement (LOA) between the United States Department of Defense and the Department of National Defence, Canada concerning Narrative Record Telecommunication Interface Arrangements.

Purpose

2. To specify the operational features of the interface between the AUTODIN switching center at McClellan, CA and the Automatic Concentrator/Node at Penhold, Alta that are essential to the efficient transfer of narrative record traffic.

Introduction

3. This Appendix is an integral part of the basic LOA and supplements that agreement by stating technical characteristics and resource responsibilities pertaining to the McClellan - Penhold interface.

Technical Characteristics

4. The technical characteristics of the current interface are listed in Attachment 1.

Resource Responsibilities

5. Responsibilities for the resources required to establish this interface are as shown in Attachment 2.

Duration

6. This Appendix will be effective for the same period of time as the basic agreement of which it is a part and is subject to the same modification provisions as set forth in that agreement.

Signature

7. The foregoing is a record of the agreed operational features of the interface described herein which become effective upon signature by authorized representatives of the Department of

National Defence, Canada and the Department of Defense, United States.

For the Department of National Defence of Canada:	For the Department of Defense of the United States:
Signature:	Signature:
Name: B. J. BENNETT	Name: WILLIAM J. HILSMAN
Title: DIR GEN, C&E OPNS	Title: DIRECTOR
Agency: HQ NATIONAL DEFENCE	Agency: DEFENSE COMM AGENCY
Date Signed: 15 Sep 81	Date Signed: 22 Oct 81

APPENDIX 3 TO US-CDN LOA

TECHNICAL CHARACTERISTICS

TITLE	US	CDN
Circuit Connectivity Points	McClellan MSU	Penhold Concentrator/Node
Circuit Identification	DULQ Q977 & Q978	22253501 & 22253502
Circuit Speed	75 Baud	75 Baud
Circuit Restoration Priority	1G & 1G	1G & 1G
Communications Mode	Mode V	Mode V
Net Control Station	McClellan ASC	McClellan ASC
Alternative Route	Via Hancock ASC	Via ADDN to Borden or Debert
Message Format	ACP 127	ACP 127
Precedence (Highest)	FLASH	FLASH
Security Level	SECRET	SECRET
Traffic Handling Characteristics	US/CDN Common User Traffic	CDN/US Common User Traffic
Anticipated Traffic Volume	Approximately 9,000 Msg/MO	Approximately 3,000 Msg/MO
Terminal Equipment	ASC Termination	Through MAID to Concentrator/Node
Terminal Equipment Maintenance	ASC	CDN
COMSEC Equipment	KW 26	KW 26
COMSEC Maintenance	US	CDN

NOTE: In the event the Penhold to Wellington, New Zealand HF connectivity is lost or impaired, traffic may be altrouted via the U.S. AUTODIN. If the traffic load is significant, coordination with the McClellan ASC will be necessary prior to establishment of the altroute.

ATTACHMENT 1 TO APPENDIX 3, US-CDN LOA

RESOURCE RESPONSIBILITIES

for

McCLELLAN - PENHOLD

INTERFACE

	Resource	At McClellan	At Penhold
1.	Prepare site.	US	CDN
2.	Provide and install equipment:		
	a. Terminal.	US	US
	b. COMSEC:	US	CDN
3.	Provide and maintain interconnect circuit.	US	CDN
4.	Operate and maintain equipment:		
	a. Terminal.	US	CDN
	b. COMSEC.	US	CDN
5.	Logistic support:		
	a. Terminal equipment.	US	CDN/US (See Note)
	b. COMSEC equipment.	US	CDN
6.	Other (Explain).		

NOTE: Three modular AUTODIN Interface Devices (MAID) are on site. Failure of the MAID requires that DND ship all or part of the MAID to the US for repair.

ATTACHMENT 2 TO APPENDIX 3, US-CDN LOA

1. Title. Appendix 4 to Letter of Agreement (LOA) between the Department of Defense of the United States of America and the Department of National Defence of Canada concerning Narrative Record Telecommunication Interface Arrangements.

2. Purpose. To specify the operational features of the interface between the AUTODIN Switching Center (ASC) at Pirmasens, Germany and the Canadian Forces Europe transfer station at Lahr, Germany that are essential to the efficient exchange of record message traffic and for providing over-the-counter service to U.S. forces activities assigned or attached to the Canadian Forces Air Base, Lahr, Germany.

3. Introduction. This Appendix is an integral part of the basic LOA and supplements that agreement by stating technical characteristics and resource responsibilities pertaining to the Pirmasens-Lahr interface.

4. Technical Characteristics. The technical characteristics of this interface are listed in Attachment 1.

5. Resource Responsibilities. Responsibilities for the resources required to establish this interface are as shown in Attachment 2.

6. Duration. This Appendix is effective for the same period of time as the basic agreement of which it is a part and is subject to the same modification provisions as set forth in that agreement.

7. Signature. The foregoing is a record of the agreed operational features of the interface described herein which becomes effective upon signature by authorized representatives of Canada and the United States.

For the Department of National Defence of Canada:	For the Department of Defense of the United States:
Signature:	Signature:
Name: B. J. BENNETT	Name: WILLIAM J. HILSMAN
Title: DIR GEN, C&E OPNS	Title: DIRECTOR
Agency: HQ NATIONAL DEFENCE	Agency: DEFENSE COMM AGENCY
Date Signed: 15 Sep 81	Date Signed: 22 Oct 81

APPENDIX 4 to US-CDN-LOA

TECHNICAL CHARACTERISTICS OF
PIRMASENS GERMANY ASC - LAHR GERMANY COMMUNICATIONS CENTER
INTERFACE

TITLE	US	CANADA
TELECOMMUNICATIONS FACILITY	USG DCS ASC	LAHR AIRFIELD COMMCEN
CIRCUIT CONNECTIVITY POINTS	PIRMASENS, GE (73D SIG BN - USA)	LAHR, GE (CANADIAN FORCES EUROPE)
CIRCUIT IDENTIFICATION	9HUF	ALLA 138559
CIRCUIT SPEED	300 BAUD	SAME AS U.S.
CHANNEL IDENTIFICATION	PCA	CPA
CIRCUIT RESTORATION PRIORITY	00	00
COMMUNICATIONS MODE	CONTROLLED TTY (MODE I)	SAME AS U.S.
NET CONTROL STATION	ASC PIRMASENS	ASC PIRMASENS
ALTERNATIVE ROUTE	MAJRELSTA, KINDSBACH, GE	SAME AS U.S.
MESSAGE FORMAT	US JANAP 128	US JANAP 128
PRECEDENCE (HIGHEST)	FLASH	FLASH
SECURITY LEVEL (HIGHEST)	SECRET	SECRET
TRAFFIC HANDLING CHARACTERISTICS	US/CANADA COMMON USER TRAFFIC AND OVER-THE-COUNTER SERVICE TO U.S. ACTIVITIES	SAME AS U.S.
ANTICIPATED TRAFFIC VOLUME	450 PER MONTH	450 PER MONTH
TERMINAL EQUIPMENT	ASC TERMINATION	U.S. PROVIDED TTY
TERMINAL INTERFACE EQUIPMENT	ASC TERMINATION	U.S. PROVIDED AID
COMSEC EQUIPMENT	U.S. PROVIDED KG-13	U.S. PROVIDED KG-13

ATTACHMENT 1 TO APPENDIX 4, U.S. - CANADA LOA
TECHNICAL CHARACTERISTICS

RESOURCE RESPONSIBILITIES FOR
PIRMASENS GERMANY ASC - LAHR GERMANY COMMCEN
INTERFACE

RESOURCE	AT PIRMASENS ASC	AT LAHR AIRFIELD COMMCEN
1. PREPARE SITE	US (ARMY)	US (AIR FORCE)
2. PROVIDE AND INSTALL EQUIPMENT:		
a. TERMINAL	US (ARMY)	US (AIR FORCE)
b. COMSEC	US (ARMY)	US (AIR FORCE)
c. INTERFACE DEVICE		US (AIR FORCE)
3. PROVIDE AND MAINTAIN INTERCONNECT CIRCUIT	US (SEE NOTE 1)	US
4. OPERATE AND MAINTAIN EQUIPMENT:		
a. TERMINAL	US (ARMY)	CANADA
b. COMSEC	US (ARMY)	US (AIR FORCE)/ CANADA(SEE NOTE 2/4)
c. INTERFACE DEVICE	US (ARMY)	US (AIR FORCE)/ CANADA(SEE NOTE 3/4)
5. LOGISTIC SUPPORT:		
a. TERMINAL EQUIPMENT	US (ARMY)	CANADA
b. COMSEC EQUIPMENT	US (ARMY)	US (AIR FORCE)
c. INTERFACE DEVICE	US (ARMY)	US (AIR FORCE)

NOTE:

1. THE U.S. WILL OPERATE AND MAINTAIN CIRCUITS WHERE PROVIDED VIA THE USG DCS. CANADA WILL PROVIDE ON-BASE CIRCUITRY.

2. US AIR FORCE WILL MAINTAIN COMSEC EQUIPMENT; CANADA AGREES TO PERFORM OPERATOR MAINTENANCE.

3. CANADA WILL OPERATE; US AIR FORCE WILL MAINTAIN INTERFACE DEVICE.

4. IF AT A LATER DATE CANADA HAS THE CAPABILITY TO ASSUME ALL OR PART OF THE MAINTENANCE RESPONSIBILITY FOR COMSEC AND INTERFACE DEVICES, TRANSFER OF RESPONSIBILITY CAN BE ACCOMPLISHED THROUGH LOCAL AGREEMENTS.

ATTACHMENT 2 TO APPENDIX 4, US-CANADA LOA
RESOURCE RESPONSIBILITIES

AUSTRALIA

Postal: Express Mail Service

Memorandum of understanding, with details of implementation, signed at Washington and Victoria June 5 and 16, 1981; Entered into force July 1, 1981.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AUSTRALIAN POSTAL COMMISSION

AND

THE UNITED STATES POSTAL SERVICE

FOR THE EXCHANGE

OF INTERNATIONAL EXPRESS MAIL

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Purpose

The undersigned, desiring to conclude an arrangement for the exchange of International Express Mail items, have reached the following understandings.

1. Definitions

As used herein the following terms will have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations party to this arrangement.

2. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time.

3. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time.

4. International Express Mail service - the service established by this Memorandum of Understanding, the domestic counterparts of which are Priority Paid in Australia and Express Mail Service in the United States.

5. Scheduled service - an International Express Mail service option which allows a sender to enter into a contract to mail items on a designated schedule to designated addressees.

6. On-demand service - an International Express Mail service option which allows a sender to mail an item without any requirements for scheduling or prior designation of addressee.

7. References to the regulations of either administration or to the internal legislation of either country are to the general regulations or legislation governing the matter in question which are applicable regardless of the country of origin.

[1] TIAS 5881, 7150, 8231, 9972; 16 UST 1291; 22 UST 1056; 27 UST 345; 32 UST 4587.

2. Scheduled Service

1. Each administration may offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration will provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin will provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

a. the identification number of the customer contract, which number will be indicated on each item sent;

b. the name and address of the designated addressee;

c. the days designated by the customer as scheduled dispatch days;

d. the time of day delivery is requested; and

e. the airline and flight number to be used.

3. On-Demand Service

1. Each administration will offer an on-demand service which will be available to customers on a non-scheduled basis.

2. Each administration will provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration will provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration will inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

4. Charges to be Collected from the Sender

Each administration will fix the charges to be collected from senders for sending items in the service.

5. Charges and Fees to be Collected from the Addressee

Each administration will be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

6. Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in paragraph 7, each item to be admitted into the International Express Mail service will:

a. be packed in a manner adapted to the nature of the contents and the conditions of transport;

b. bear the name and address of the addressee and of the sender; and

c. satisfy the conditions of weight and size detailed in paragraph 8.

7. Prohibitions

1. The provisions of the Convention governing prohibitions will be applicable to the insertion of articles in International Express Mail items.

2. Each administration will communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

8. Limits of Size and Weight

1. An item of International Express Mail:

a. will not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and

b. will not exceed 20 kilograms in weight.

2. The administrations may arrange by exchange of correspondence to alter the size limits established in section 1.

9. Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under paragraph 7 has been wrongly admitted to the post, the prohibited

article will be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under paragraph 8, it will be returned through the International Express Mail service to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin will be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

10. General Rules for Delivery and Customs Clearance

1. Each administration will, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration will make every effort to expedite the customs clearance of International Express Mail items.

11. Undeliverable Items; Items Returned to Origin

1. After every reasonable effort to deliver an item has proved unsuccessful, the item will be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee will be returned immediately to the administration of origin.

3. Each undeliverable item will be returned to the administration of origin through the International Express Mail service.

4. Neither administration will charge the other for the return of undeliverable items.

12. Items or Bags Arriving Out of Course and to be Redirected

1. Each item or bag arriving out of course will be redirected to its proper destination by the most direct route used by the administration which has received the item or bag.

2. For each item redirected to its proper destination by air, the redirecting administration will be authorized to collect from the other administration the onward air conveyance rates applicable to air mail under the Convention.

13. Inquiries

1. Each administration will answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries will be accepted only within a period of four months from the day after that on which the item was posted.

3. This paragraph does not allow for routine requests for confirmation of delivery.

14. Allocation of Surface Costs For Traffic Imbalances

1. At the end of each calender year, the administration which has received a larger quantity of International Express

Mail than it has sent during that year will have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration will establish an imbalance charge per item which will correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

a. Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

b. To be applicable, any such modification of the imbalance charge must:

i. be communicated to the other administration at least three months in advance;

ii. remain in force for at least one year.

4. No imbalance charge will be collected if the difference in the number of items exchanged is less than one thousand.

15. Onward Air Conveyance

1. The administrations may arrange, by exchange of correspondence, to provide onward air conveyance services under the terms of this paragraph.

2. Each administration will, upon agreement under section 1 of this paragraph, provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and will provide approximate onward air conveyance times.

3. For each item forwarded pursuant to this paragraph, the administration providing onward air conveyance services will be authorized to collect from the other administration the onward air conveyance rates applicable to air mail under the Convention.

16. No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Memorandum of Understanding.

17. Application of the Convention

The Convention or its Detailed Regulations will be applicable, where appropriate, by analogy, in all cases not expressly governed by this Memorandum of Understanding or its Details of Implementation.

18. Temporary Suspension of Service

1. Should extraordinary circumstances justify it, either administration may suspend temporarily its operation of the service.

2. Notice of such suspension will be given immediately to the other administration.

19. Details of Implementation

The provisions of the Details of Implementation may be amended not inconsistently with this Memorandum of Understanding, by mutual consent by means of correspondence between officials of each administration who have been authorized to make such amendments.

20. Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Memorandum of Understanding which cannot be resolved by the administrations to their mutual satisfaction, will be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators will be chosen from the administrations which provide a service analogous to International Express Mail service.

21. Additional Rules and Regulations

Each administration may adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Memorandum of Understanding or its Details of Implementation.

22. Conclusion

1. This Memorandum of Understanding abrogates and supersedes the Priority Paid/Express Mail Memorandum of Understanding between the Postal Administration of Australia and the United States Postal Service which came into force on August 1, 1974.[1]

2. This Memorandum of Understanding will come into effect on the date mutually arranged between the administrations, after it is signed by the authorized representatives of both administrations.[2]

3. This Memorandum of Understanding will expire twelve months after either administration notifies the other in writing of termination.

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[1] Signed July 22 and Aug. 19, 1974. TIAS 8793; 29 UST 88.
[2] July 1, 1981.

Signed in duplicate at Carlton South, Victoria on the 16th day of June, 1981, and at Washington, D.C. on the [illegible] day of June, 1981.

FOR THE AUSTRALIAN POSTAL COMMISSION:

P J Smith [1]

ACTING MANAGER
INTERNATIONAL POSTAL AFFAIRS

FOR THE UNITED STATES POSTAL SERVICE:

[illegible] [2]

ASSISTANT POSTMASTER GENERAL
INTERNATIONAL POSTAL AFFAIRS

[1] P. J. Smith.
[2] H. Edgar S. Stock.

DETAILS OF IMPLEMENTATION OF THE

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES POSTAL SERVICE

AND

THE AUSTRALIAN POSTAL COMMISSION

FOR THE EXCHANGE OF

INTERNATIONAL EXPRESS MAIL

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The undersigned have drawn up the following Details of Implementation of the International Express Mail Memorandum of Understanding between the United States Postal Service and the Australian Postal Commission.

101. Information to be Supplied by the Administrations

1. Each administration will notify the other administration of:

a. the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

b. the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

c. the rates and dues established under the Memorandum of Understanding; and

d. the forms, labels, and other documentation which it requires in the service.

2. Any changes of the information mentioned in section 1 will be communicated in writing immediately to the other administration.

102. Address of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail will bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

103. Items Containing Merchandise

1. Each item containing merchandise or any other article subject to customs duty will be accompanied by a customs declaration on Universal Postal Union form C2/CP3 or a similar form.

2. The contents of each such item will be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they will inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may send to the United States of America in one day for the same addressee will not exceed $250.

104. Packing Requirements

1. Each item will be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item will be packed and closed so as not to present any danger if it contains articles of a kind likely to injure officials called upon to handle it or to soil or damage other mail or postal equipment.

3. Each item will have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing will be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

105. General Make-up of Mails

1. International Express Mail dispatches will be made up in closed mails, and will be accompanied by the relevant air mail delivery bill as outlined in these Details of Implementation.

2. The items in each dispatch will be accompanied by a manifest or similar dispatch advice note and will be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles will be accompanied by a separate manifest and will be placed in separate bags from non-dutiable items.

4. Each bag will bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label will clearly indicate:

a. the exchange office of destination; and

b. whether the bag contains merchandise or other dutiable items.

106. Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, will accompany each dispatch.

2. Each item sent through the scheduled service will be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent will be entered on the manifest.

3. The total number of on-demand items in a dispatch will be either entered collectively as a single manifest entry, or listed separately on the manifest, in accordance with the internal procedures of the dispatching administration.

4. The manifest will clearly indicate that the dispatch contains International Express Mail items.

107. Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union form AV 7, will accompany each dispatch.

2. The air mail delivery bill will be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch will be entered in the observations column of the air mail delivery bill.

108. Exchange Offices

1. The exchange of dispatches of International Express Mail will be carried out by the designated exchange offices of each administration.

2. Each administration will designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration will give the other administration advance notice of redesignation of, or addition to, its exchange offices.

109. Check of International Express Mail

1. Upon receipt of an International Express Mail dispatch, the administration of destination will check the dispatch to confirm its conformity with the air mail delivery bill.

2. The contents of each dispatch will be checked as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest.

110. Notification of Irregularities

1. Any evidence of missing or damaged bags or items will be reported to the administration of origin by telex.

2. All other actions taken in connection with any irregularity will be governed by the regulations of the administration of destination.

111. Redirection of Items or Bags Arriving Out of Course

The redirecting administration will notify the administration of origin, by telex, of the details concerning the arrival and redirection of each item or bag arriving out of course.

112. Return of Items to Origin

Each administration which returns an item for any reason whatsoever will give, either written by hand or by means of a stamped impression or a label on the item and on the manifest which accompanies it, the reason for non-delivery.

113. Accounting, Settlement of Accounts

The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances will be as follows:

1. The settlement will take place at the end of each calendar year.

2. Each administration will prepare quarterly a statement of items received on a mutually acceptable form which indicates the number of items received in each dispatch based upon the particulars of the International Express Mail manifests. These forms will be forwarded to the administration of origin within two months from the end of the quarter.

3. After verifying the statement of items received, the origin administration will advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement will be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it will confirm the actual data by sending photocopies of relevant International Express Mail manifests and notices of irregularities to the administration or origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account will be regarded as fully accepted.

4. After each administration has accepted the statement of items received prepared by the other, the creditor administration will prepare annually a detailed account and statement of charges on a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

5. Accounts will be closed within 6 months after the last day of the settlement period.

114. Definitions

The definitions set forth in article 2 of the Memorandum of Understanding will be applicable to these Details of Implementation.

115. Period of Retention

1. Documents of the service will be kept for a minimum period of eighteen months from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry will be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter will be regarded as settled.

116. Alterations or Amendments

These Details of Implementation may be altered or amended, not inconsistently with the Memorandum of Understanding, by mutual consent of the administrations by means of correspond-

ence between officials of each administration who have been authorized to make such amendments.

117. Entry into Effect and Duration of These Details of Implementation

1. These Details of Implementation will come into effect on the same date as the International Express Mail Memorandum of Understanding to which they refer.

2. These Details of Implementation, and any amendments hereto pursuant to paragraph 116, will have the same duration as the International Express Mail Memorandum of Understanding to which they refer.

REPUBLIC OF KOREA

Trade in Textiles and Textile Products

Agreements amending the agreement of December 23, 1977, as amended.
Effected by exchange of notes
Signed at Washington August 13 and September 9, 1981;
Entered into force September 9, 1981.
And exchange of letters
Signed at Washington November 25 and 27, 1981;
Entered into force November 27, 1981.

The Secretary of State to the Korean Appointed Ambassador

DEPARTMENT OF STATE
WASHINGTON

August 13, 1981

Excellency:

I have the honor to refer to the Agreement between the United States of America and the Republic of Korea relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes December 23, 1977, as amended [1] (the Agreement) and to discussions between representatives of our two Governments held in Seoul February 26, 1981.

Pursuant to these discussions, I have the honor to propose, on behalf of the Government of the United States of America, that the Agreement be amended as follows:

1. In Annex B, the 1981 limit for Group I shall be 151,285,894 SYE.

2. In Annex B, the 1981 limit for category 443 shall be 26,704 dozen.

3. In Annex B, the 1981 sub-limit for category 433 shall be 12,743 dozen and the 1981 sub-limit for category 434 shall be 6,535 dozen.

His Excellency

Byong Hion Lew,

Appointed Ambassador of Korea.

[1] TIAS 9039, 9350, 9566, 9758, 9844; 29 UST 3835; 30 UST 2510, 6541; 32 UST 1076, 2355.

4. With respect to the use of the flexibility provisions of paragraphs 8 and 9 of the Agreement, the Republic of Korea undertakes the following for Agreement Year 1981 only:

a) to limit utilization of swing to one percentage point below that authorized in the Agreement in each of the following categories:

Category	Swing Available
333/4/5	6%
338/9	6%
340	6%
341	6%
347/8	6%
633/4/5	5%
638/9	5%
640 (dress)	5%
640 (other)	5%
641	5%
643	5%

b) to forego utilization of all carryover and carryforward for the Specific Limit categories listed in sub-paragraph a) hereof.

c) This paragraph shall not affect the flexibility provisions for Group II as provided for in the Agreement.

5. In view of the difficulties in reconciling the statistics of 1979 and 1980 trade in category 645/646, the Korean government shall reserve shipment in 1981

of 5 million SYE in this category, with adjustment to be made in 1982 in accordance with such investigation and reconciliation. Subject to this reservation, the quota level for 1981 for category 645/646 provided in the bilateral agreement shall be adhered to. In order to facilitate the transition from the temporary measures agreed to for 1980 trade, no flexibility shall be applied to this category in 1981. The Korean government shall, therefore, limit 1981 shipments to a level of 2,990,546 dozen.

6. During the remaining term of the Agreement, notwithstanding paragraphs 10 and 15 of the Agreement, polyethylene strips (currently classified in TSUSA 355.8210, category 627) shall not be subject to quantitative limits under the Agreement; and the Government of the United States of America maintains its rights under Article 3 of the Arrangement (as defined in the Agreement) with respect to these products. However, the Government of the Republic of Korea shall continue to issue visas for export of such products to the United States, and shall promptly, on a monthly basis, provide statistics on such visa issuance to the Government of the United States of America.

If the foregoing proposal is acceptable to your Government, this note and Your Excellency's note of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Ernest Johnston

The Korean Appointed Ambassador to the Secretary of State

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D. C.

September 9, 1981

His Excellency
Alexander M. Haig, Jr.
Secretary of State
Department of State
Washington, D.C.

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's Note of August 13, 1981, proposing certain amendments to the Agreement between the Government of the Republic of Korea and the Government of the United States of America relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes, December 23, 1977, as amended.

I have further the honor to inform Your Excellency that the proposals set forth in your note are acceptable to the Government of the Republic of Korea and to confirm on behalf of the Government of the Republic of Korea that Your Excellency's Note and this note in reply thereto constitute and amendments to the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

Byong Hion Lew
Appointed Ambassador

The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Korean Appointed Ambassador

DEPARTMENT OF STATE

Washington, D.C. 20520

November 25, 1981

His Excellency
Byong Hion Lew
Appointed Ambassador of Korea
Embassy of the Republic of Korea
2370 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Excellency:

I refer to Paragraph 21 of the Agreement of December 23, 1977, (The Agreement), between the United States of America and the Republic of Korea relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with Annexes, as amended and corrected. I also refer to consultations on November 12-14, 1981 between representatives of our two Governments concerning exports from Korea to the United States of textile products.

On the basis of those consultations, I have the honor to propose on behalf of my Government the following:

(1) That the adjusted restraint level be increased by 350,000 dozen for Category 640 (Other Shirts) from 1,838,541 dozen to total 2,188,541 dozen for the 1981 Agreement Year only; this level includes all available flexibility (swing).

(2) That for the purpose of compensating for the increase of 350,000 dozen in 1981, amend Annex B of the Agreement to decrease the restraint level by 350,000 dozen for Category 640 (Dress Shirts) from 4,489,284 dozen to 4,139,284 dozen for the 1982 Agreement Year.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

Harry Kopp
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

The Korean Ambassador to the Deputy Assistant Secretary of State for Trade and Commercial Affairs

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D. C.

November 27, 1981

Mr. Harry Kopp
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs
Department of State
Washington, D.C. 20520

Dear Mr. Kopp:

In response to your letter of November 25, 1981, concerning Paragraph 21 of the Agreement (The Agreement) relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products between the Government of the Republic of Korea and the Government of the United States of America, and on the basis of the consultations on November 12-14, 1981 between representatives of our two Governments on exports from Korea to the United States of textile products, I have the honor to inform you, on behalf of my Government, that the proposal in your letter is acceptable to my Government and to confirm that your letter and this letter shall constitute an amendment to the Agreement.

Sincerely,

Byong Hion Lew
Ambassador

PAKISTAN

Trade in Textiles

Agreements amending the agreement of January 4 and 9, 1978, as amended.
Effected by exchange of letters
Signed at Washington September 4 and 10, 1981;
Entered into force September 10, 1981.
And exchange of letters
Signed at Washington October 28 and November 3, 1981;
Entered into force November 3, 1981.
And exchange of letters
Signed at Washington March 9 and 11, 1982;
Entered into force March 11, 1982.

The Deputy Assistant Secretary of State, Trade and Commercial Affairs, to the Pakistani Minister for Economic Affairs

DEPARTMENT OF STATE

Washington, D.C. 20520

September 4, 1981

Mr. Ihsan Ul Haq
Minister for Economic Affairs
Embassy of Pakistan
2315 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Dear Mr. Ul Haq:

I am writing in reference to paragraph 9 of the Agreement between the United States and Pakistan relating to Trade in Cotton Textiles, with annexes, effected by exchange of notes January 4 and January 9, 1978, as amended, [1] ("the Agreement"), and to our conversations concerning exports from Pakistan to the U.S. of products classified in textile categories 331, 348 and 351.

On behalf of my Government, I would like to propose that the consultation levels for the fourth Agreement period (January 1, 1981 - June 30, 1982) for categories 331, 348 and 351 be increased as follows:

Category	Current Level (Square yard equivalent)	Proposed Level (Square yard equivalent)
331	1,050,000	1,600,000
348	1,050,004	1,500,000
351	1,500,000	2,000,000

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

Harry Kopp

Harry Kopp
Deputy Assistant Secretary
Bureau of Economic and
Business Affairs

[1] TIAS 9050, 9551, 9661, 9804; 29 UST 4096; 30 UST 6255; 31 UST 5124; 32 UST 1878.

The Pakistani Minister for Economic Affairs to the Deputy Assistant Secretary of State, Trade and Commercial Affairs

بسم الله الرحمن الرحيم

From: Mr. Ihsanul Haq,
Economic Minister

EMBASSY OF PAKISTAN
2315 MASSACHUSETTS AVENUE, N.W.
WASHINGTON, D.C. 20008

September 10, 1981

Dear Mr. Kopp,

I am desired to invite a reference to your letter of September 4, 1981, proposing the following increases in the consultation levels for the fourth Agreement period (January 1, 1981 to June 30, 1981) for products classified in textile categories 331, 348, and 351:

Category	Current Level (Square yard equivalent)	Proposed Level (Square yard equivalent)
331	1,050,000	1,600,000
348	1,050,004	1,500,000
351	1,500,000	2,000,000

2. I am desired to inform you that this proposal is acceptable to my Government.

Yours sincerely,

(Ihsanul Haq)

Mr. Harry Kopp,
Deputy Assistant Secretary,
Bureau of Economic and Business Affairs,
Department of State,
Washington D.C. 20520

The Acting Deputy Assistant Secretary of State, Trade and Commercial Affairs, to the Pakistani Minister for Economic Affairs

DEPARTMENT OF STATE

Washington, D.C. 20520

October 28, 1981

Mr. Ihsanul Haq
Economic Minister
Embassy of Pakistan
2315 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Dear Mr. Haq:

On the basis of the Agreement between the United States and Pakistan relating to Trade in Cotton Textiles with annexes, effected by exchange of notes January 4 and January 9, 1978, as amended ("the Agreement), and recent discussions between representatives of our two Governments concerning exports from Pakistan to the United States of textile products classified in category 339, the United States Government wishes to propose that:

a) for the fourth Agreement period (January 1, 1981 through June 30, 1982), the overall limit for category 339 be reduced by 110,000 dozen, so that the adjusted limit will be 542,911 dozen and the limit for sub-category 339 pt. be increased by 80,000 dozen, so that the adjusted limit will be 309,563 dozen. These adjustments will be effective only for the fourth Agreement period. They will not establish a new basis for the negotiation of future levels for category 339 and sub-category 339 pt.

b) should the Government of Pakistan wish to re-adjust this new limit for category 339, the Government of the United States will consider such a request, provided that the new limit for sub-category 339 pt. will be decreased by an amount equal to 72.$\overline{72}$ percent of the amount by which the new overall limit for category 339 will be increased.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

William H. Edgar

William H. Edgar
Acting Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

The Pakistani Minister for Economic Affairs to the Deputy Assistant Secretary of State, Trade and Commercial Affairs

بسم الله الرحمن الرحيم

From: Mr. Ihsanul Haq,
Economic Minister

EMBASSY OF PAKISTAN
2315 MASSACHUSETTS AVENUE N.W.
WASHINGTON, D.C. 20008

No.F.12(14)-ED/81

November 3, 1981

Dear Mr. Kopp,

I am desired to invite a reference to your letter of October 28, 1981 concerning export from Pakistan to the United States of textile products classified under category 339 in which the United States Government has proposed as follows:-

a) for the fourth Agreement period (January 1, 1981 through June 30, 1982), the overall limit for category 339 be reduced by 110,000 dozen, so that the adjusted limit will be 542,911 dozen and the limit for sub-category 339 Pt. be increased by 80,000 dozen, so that the adjusted limit will be 309,563 dozen. These adjustments will be effective only for the fourth Agreement period. They will not establish in new basis for the negotiation of future levels for category 339 and sub-category 339 Pt.

b) Should the Government of Pakistan wish to re-adjust this new limit for category 339, the Government of the United States will consider such a request, provided that the new limit for sub-category 339 pt. will be decreased by an amount equal to 72.72 percent of the amount by which the new overall limit for category 339 will be increased.

2. I am desired to inform you that the above proposals made by the United States Government are acceptable to the Government of Pakistan.

Yours sincerely,

(Ihsanul Haq)

Mr. Harry Kopp,
Deputy Assistant Secretary,
Trade & Commercial Affairs,
Bureau of Economic and Business Affairs,
Department of State, Washington D.C. 20520

The Acting Deputy Assistant Secretary of State, Trade and Commercial Affairs, to the Pakistani Ambassador

DEPARTMENT OF STATE

Washington, D.C. 20520

MAR 09 1982

Excellency:

I refer to paragraphs 13 and 19 of the Agreement between the United States and Pakistan relating to Trade in Cotton Textiles, with annexes, effected by exchange of notes dated January 4 and January 9, 1978, as amended, ("the Agreement").

On behalf of my Government, I would like to propose the following amendments:

-- The term of the Agreement shall be curtailed by six months so that it ends on December 31, 1981;

-- The fourth agreement period shall be January 1, 1981 through December 31, 1981;

-- The levels for the aggregate, group and specific limits during the new fourth agreement period shall be two thirds of the previously applicable levels for the fourth agreement period; and

-- During the fourth agreement period, the following consultation levels will apply:

Category	Level	
317	6,512,000	syd
320	7,200,000	syd
369 pt.	5,217,391	lbs.
331	364,000	doz.
336	28,000	doz.
340	47,222	doz.
342	67,416	doz.
348	84,270	doz.
350	17,608	doz.
351	34,500	doz.
352	245,455	doz.
359	701,522	lbs.

His Excellency
Lt. General Ejaz Azim,
Ambassador of Pakistan

During the fourth agreement period for categories subject to consultation levels and not listed above, the consultation level will be 1,000,000 square yards equivalent in Categories 300-320 and 360-369,and 700,000 square yards equivalent in Categories 330-359.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

William H. Edgar

William H. Edgar
Acting Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and Business Affairs

The Pakistani Minister for Economic Affairs to the Acting Deputy Assistant Secretary of State, Trade and Commercial Affairs

بسم الله الرحمن الرحيم

From: Mr. Ihsanul Haq,
Economic Minister & F.A.

EMBASSY OF PAKISTAN
2315 MASSACHUSETTS AVENUE N.W.
WASHINGTON, D.C. 20008

No.12(25)-ED/79

March 11, 1982

Dear Mr. Edgar,

I refer to your letter of March 9, 1982 proposing amendments to the Agreement between the United States of America and Pakistan relating to Trade in Cotton Textiles effected by exchange of notes dated January 4 and January 9, 1979, as amended, ("the Agreement").

2. I confirm on behalf of the Government of Pakistan that the amendments proposed in your letter are acceptable to my Government and that your letter and this letter in reply constitute an amendment to the Agreement.

Yours sincerely,

(Ihsanul Haq)

Mr. William H. Edgar,
Acting Deputy Assistant Secretary,
Trade and Commercial Affairs,
Bureau of Economic and Business Affairs,
Department of State,
Washington D.C. 20520

CZECHOSLOVAK SOCIALIST REPUBLIC

Aviation: Transport Services

Agreements amending and extending the agreement of February 28, 1969, as amended and extended.
Effected by exchange of notes
Dated at Prague September 11 and 30, 1981;
Entered into force September 30, 1981;
Effective January 1, 1981.
And exchange of notes
Dated at Prague December 7 and 30, 1981;
Entered into force December 30, 1981.

The American Embassy to the Czech Ministry of Foreign Affairs

No. 244

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Czechoslovak Socialist Republic and has the honor to refer to the Air Transport Agreement between the Government of the United States of America and the Government of the Czechoslovak Socialist Republic signed at Prague on February 28, 1969, as amended.[1]

In order to facilitate air transport relations on an interim basis, pending negotiations aimed at amendment of present agreement, the United States Government is prepared to agree to a further extension of the Air Transport Agreement, as amended, retroactive to January 1, 1981, for a period of one year through December 31, 1981, with the following understandings:

(1) that the Czechoslovak designated airline will undertake a one year sales quota objective for net interline sales (net interline billing value) on the U.S. designated airline's world-wide system of 1,200,000 U.S. Dollars;

(2) that the Government of the Czechoslovak Socialist Republic, acting through the Federal Ministry of Transport, shall allow United States airlines to operate passenger charter air services between the two countries, including services with stopovers at intermediate and beyond points in third countries, without limitation on

[1] TIAS 6644, 7356, 7881, 8868, 9935; 20 UST 408; 23 UST 909; 25 UST 1470; 29 UST 1071; 32 UST 4167.

volume, frequency or regularity of service or on type of aircraft used;

(3) that the designated Czechoslovak carrier may, upon appropriate application and prior approval by the United States Civil Aeronautics Board, operate charter passenger flights between the two countries;

(4) that the charterworthiness and prices of charter flights shall be determined exclusively by the rules of the country in which the traffic originates.

If these understandings are acceptable to the Government of the Czechoslovak Socialist Republic, the United States Government has the honor to propose that this note and the reply of the Government of the Czechoslovak Socialist Republic to that effect constitute an Agreement between the two Governments which will enter into force on the date of your reply extending the Air Transport Agreement, as amended, effective to January 1, 1981 through December 31, 1981.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Czechoslovak Socialist Republic the assurances of its highest consideration.

Embassy of the United States of America,

Prague, September 11, 1981.

The Czech Ministry of Foreign Affairs to the American Embassy

FEDERALNI
MINISTERSTVO ZAHRANIČNICH VĚCI[1]

No. 117.795/81

The Federal Ministry of Foreign Affairs has the honour to acknowledge the receipt of the Note of the Embassy of the United States of America in Prague of September 11, 1981 proposing the conclusion of an agreement on the extension of the Air Transport Agreement between the Government of the Czechoslovak Socialist Republic and the Government of the United States of America signed in Prague on February 28, 1969 of the following wording:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Czechoslovak Socialist Republic and has the honor to refer to the Air Transport Agreement between the Government of the United States of America and the Government of the Czechoslovak Socialist Republic signed at Prague on February 28, 1969, as amended.

In order to facilitate air transport relations on an interim basis, pending negotiations aimed at amendment of present agreement, the United States Government is prepared to agree to a further extension of the Air Transport Agreement, as amended, retroactive to January 1, 1981, for a period of one year through December 31, 1981, with the following understandings:

The Embassy of the
United States of America

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[1] In translation reads: "Federal Ministry of Foreign Affairs"

/1/ that the Czechoslovak designated airline will undertake a one year sales quota objective for net interline sales /net interline billing value/ on the U.S. designated airline's worldwide system of 1,200,000 U.S. Dollars;

/2/ that the Government of the Czechoslovak Socialist Republic, acting through the Federal Ministry of Transport, shall allow United States airlines to operate passenger charter air services between the two countries, including services with stopovers at intermediate and beyond points in third countries, without limitation on volume, frequency or regularity of service or on type of aircraft used;

/3/ that the designated Czechoslovak carrier may, upon appropriate application and prior approval by the United States Civil Aeronautics Board, operate charter passenger flights between the two countries;

/4/ that the charterworthiness and prices of charter flights shall be determined exclusively by the rules of the country in which the traffic originates.

If these understandings are acceptable to the Government of the Czechoslovak Socialist Republic, the United States Government has the honor to propose that this note and the reply of the Government of the Czechoslovak Socialist Republic to that effect constitute an Agreement between the two Governments which will enter into force on the date of your reply extending the Air Transport Agreement, as amended, effective to January 1, 1981 through December 31, 1981.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Czechoslovak Socialist Republic the assurances of its highest consideration."

The Federal Ministry of Foreign Affairs has the honour to advise that the Government of the Czechoslovak Socialist Republic agrees to the proposals made by the Government of the United States of America. Accordingly, the Note of the Embassy of the United States of America in Prague of September 11, 1981 and this Note constitute the Agreement between the Government of the Czechoslovak Socialist Republic and the Government of the United States of America extending the Air Transport Agreement signed in Prague on February 28, 1969 which will enter into force today, retroactive to January 1, 1981 through December 31, 1981.

The Federal Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Prague, September 30 , 1981

The American Embassy to the Czech Ministry of Foreign Affairs

No. 319

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Czechoslovak Socialist Republic and has the honor to refer to the Air Transport Agreement between the Government of the United States of America and the Government of the Czechoslovak Socialist Republic signed at Prague on February 28, 1969, as amended.

In order to facilitate air transport relations on an interim basis, pending negotiations aimed at amendment of the present agreement, the United States Government is prepared to agree to a further extension of the Air Transport Agreement, as amended, for a period of one year, from January 1, 1982 through December 31, 1982, with the following understandings:

(1) The Czechoslovak-designated airline will sell, over the course of one calendar year, U.S. $1,200,000 in net interline sales for services offered anywhere in the world by the U.S.-designated airline. The term "net interline sales" refers to total interline sales for services minus any commissions paid or to be paid to agents for making such sales.

(2) that the Government of the Czechoslovak Socialist Republic, acting through the Federal Ministry of Transport, shall allow United States airlines to operate charter passenger air services between the two countries, including

services with stopovers at intermediate and beyond points in third countries, without limitation on volume, frequency or regularity of service or on type of aircraft used;

(3) that the designated Czechoslovak carrier may, upon appropriate application and prior approval by the United States Civil Aeronautics Board, operate charter passenger flights between the two countries;

(4) that the charterworthiness and prices of charter flights shall be determined exclusively by the rules of the country in which the traffic originates.

If these understandings are acceptable to the Government of the Czechoslovak Socialist Republic, the United States Government has the honor to propose that this Note and the reply of the Government of the Czechoslovak Socialist Republic to that effect constitute an agreement between the two Governments which will enter into force on the date of your reply to extend and to amend the Air Transport Agreement, as amended, from January 1, 1982 through December 31, 1982.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Czechoslovak Socialist Republic the assurances of its highest consideration.

Embassy of the United States of America

Prague, December 7, 1981.

The Czech Ministry of Foreign Affairs to the American Embassy

FEDERALNI
MINISTERSTVO ZAHRANIČNICH VĚCI

No.133.456/81

The Federal Ministry of Foreign Affairs has the honour to acknowledge the receipt of the Note of the Embassy of the United States of America in Prague of December 7, 1981 proposing the conclusion of an agreement on the extension of the Air Transport Agreement between the Government of the Czechoslovak Socialist Republic and the Government of the United States of America signed in Prague on February 28, 1969 of the following wording:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Czechoslovak Socialist Republic and has the honor to refer to the Air Transport Agreement between the Government of the United States of America and the Government of the Czechoslovak Socialist Republic signed at Prague on February 28, 1969, as amended.

In order to facilitate air transport relations on an interim basis, pending negotiations aimed at

Embassy of the United States of America

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amendment of the present agreement, the United States Government is prepared to agree to a further extension of the Air Transport Agreement, as amended, for a period of one year, from January 1, 1982 through December 31, 1982, with the following understandings:

/1/ The Czechoslovak-designated airline will sell, over the course of one calendar year, U.S. $1,200,000 in net interline sales for services offered anywhere in the world by the U.S.-designated airline. The term "net interline sales" refers to total interline sales for services minus any commissions paid or to be paid to agents for making such sales;

/2/ that the Government of the Czechoslovak Socialist Republic, acting through the Federal Ministry of Transport, shall allow United States airlines to operate charter passenger air services between the two countries, including services with stopovers at intermediate and beyond points in third countries, without limitation on volume, frequency or regularity of service or on type of aircraft used;

/3/ that the designated Czechoslovak carrier may, upon appropriate application and prior approval by the United States Civil Aeronautics Board, operate charter passenger flights between the two countries;

/4/ that the charterworthiness and prices of charter flights shall be determined exclusively by the rules of the country in which the traffic originates.

If these understandings are acceptable to the Government of the Czechoslovak Socialist Republic, the United States Government has the honor to propose that this Note and the reply of the Government of the

Czechoslovak Socialist Republic to that effect constitute an agreement between the two Governments which will enter into force on the date of your reply to extend and to amend the Air Transport Agreement, as amended, from January 1, 1982 through December 31, 1982.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Czechoslovak Socialist Republic the assurances of its highest consideration."

The Federal Ministry of Foreign Affairs has the honour to advise that the Government of the Czechoslovak Socialist Republic agrees to the proposals made by the Government of the United States of America. Accordingly, the Note of the Embassy of the United States of America in Prague of December 7, 1981 and this Note constitute the Agreement between the Government of the Czechoslovak Socialist Republic and the Government of the United States of America extending the Air Transport Agreement signed in Prague on February 28, 1969 which will enter into force today for the period from January 1, 1982 through December 31, 1982.

The Federal Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Prague, December 30, 1981

LUXEMBOURG

Defense: Security of Military Information

Agreement signed at Luxembourg September 17, 1981;
Entered into force September 17, 1981.

AGREEMENT

between

THE UNITED STATES OF AMERICA

and

THE GRAND DUCHY OF LUXEMBOURG

concerning

GENERAL SECURITY OF MILITARY INFORMATION

The Government of the United States of America

and

The Government of the Grand Duchy of Luxembourg

agree on following dispositions :

1. All classified military information communicated directly or indirectly between our two governments shall be protected in accordance with the following principles :

   a. the recipient government will not release the information to a third government or any other party without the approval of the releasing government ;

b. the recipient government will afford the information a degree of protection equivalent to that afforded by the releasing government ;

c. the recipient government will not use the information for other than the purpose for which it was given ; and

d. the recipient government will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

2. Classified military information and material shall be transferred only on a government-to-government basis and only to persons who have appropriate security clearance for access to it.

3. For the purpose of this agreement classified military information is that official military information or material which in the interests of national security of the releasing government, and in accordance with applicable national laws and regulations, requires protection against unauthorized disclosure and which has been designated as classified by appropriate security authority. This includes any classified information, in any form, including written, oral, or visual. Material may be any document, product, or substance on, or in which, information may be recorded or embodied. Material shall encompass everything regardless of its physical character or make-up including, but not limited to, documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, and letters, as well as all other products, substances, or items from which information can be derived.

4. Information classified by either of our two governments and furnished by either government to the other through government channels will be assigned a classification by appropriate authorities of the receiving government which will assure a degree of protection equivalent to that required by the government furnishing the information.

5. This Agreement shall apply to all exchanges of classified military information between all agencies and authorized officials of our two governments. However, this Agreement shall not apply to classified information for which separate security agreements and arrangements already have been concluded. Details regarding channels of communication and the application of the foregoing principles shall be the subject of such technical arrangements (including an Industrial Security Arrangement) as may be necessary between appropriate agencies of our respective governments.

6. Each government will permit security experts of the other government to make periodic visits to its territory, when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified military information furnished to it by the other government. Each government will assist such experts in determining whether such information provided to it by the other government is being adequately protected.

7. The recipient government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating government has been lost or disclosed to unauthorized

persons. The recipient government shall also promptly and fully inform the originating government of the details of any such occurrences, and of the final results of the investigation and corrective action taken to preclude recurrences.

8. a. In the event that either government or its contractors award a contract involving classified military information for performance within the territory of the other government, then the government of the country in which performance under the contract is taking place will assume responsibility for administering security measures within its own territory for the protection of such classified information in accordance with its own standards and requirements.

b. Prior to the release to a contractor or prospective contractor of any classified military information received from the other government, the recipient government will :

(1) insure that such contractor or prospective contractor and his facility have the capability to protect the information adequately ;

(2) grant to the facility and appropriate security clearance to this effect ;

(3) grant appropriate security clearance for all personnel whose duties require access to the information ;

(4) insure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with applicable laws ;

(5) carry out periodic security inspections of cleared facilities ;

(6) assure that access to the military information is limited to those persons who have a need to know for official purposes. A request for authorization to visit a facility when access to the classified military information is involved will be submitted to the appropriate department or agency of the government of the country where the facility is located by an agency designated for this purpose by the other government; this request will include a statement of the security clearance, the official status of the visitor and the reason for the visit. Blanket authorizations for visits over extended periods may be arranged. The government to which the request is submitted will be responsible for advising the contractor of the proposed visit and for authorizing the visit to be made.

9. Costs incurred in conducting security investigations or inspections required hereunder will not be subject to reimbursement.

Done at Luxembourg, the 17th September 1981

Kriep

Emile KRIEPS
Minister of Public Force
For the Government of
Luxembourg

Charles Higginson

Charles HIGGINSON
Chargé d'Affaires a.i.
For the Government of the
United States of America

PEOPLE'S REPUBLIC OF CHINA

Trade in Textiles and Textile Products

Agreement amending the agreement of September 17, 1980.
Effected by exchange of letters
Signed at Washington September 18, 1981;
Entered into force September 18, 1981.

The Deputy Assistant Secretary of State, Trade and Commercial Affairs, to the Chinese Ambassador

DEPARTMENT OF STATE

Washington, D.C. 20520

SEPTEMBER 18, 1981

His Excellency
CHAI ZEMIN
Ambassador of the People's Republic of China
2300 Connecticut Avenue, N.W.
Washington, D.C. 20008

DEAR MR. AMBASSADOR:

I refer to paragraph 8 of the Agreement between the United States of America and the People's Republic of China relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes on September 17, 1980 [1] ("The Agreement") and to discussions held between representatives of our two governments concerning exports from China to the United States of products classified in textile categories 334 ("Other Men's and Boy's Cotton Coats"), 335 ("Women's, Girl's and Infant's Cotton Coats"), 3388 ("Men's and Boy's Knit Cotton Shirts") and 445/446 ("Wool Sweaters").

On behalf of my government, I have the honor to propose the following:

1. For purposes of "The Agreement", categories 445 and 446 shall be merged and treated as a single category.

2. Annex B of "The Agreement" shall be amended to establish specific limits as follows for categories 334, 335, 338 and 445/446:

Category	3/1/81 - 12/31/81	1/1/82 - 12/31/82
334	150,000 dozen	192,600 dozen
335	208,333 dozen	265,000 dozen
338	583,333 dozen	742,000 dozen
Sublimit:	416,667 dozen	530,000 dozen

338 (other than t-shirts, tank tops and sweatshirts) provided for in
1981 TSUSA No. 380.0029
1982 TSUSA No. 379.0240
1981 TSUSA No. 380.0652
1982 TSUSA No. 379.4050

Category	1/1/81 - 12/31/81	1/1/82 - 12/31/82
445/446	250,000 dozen	252,500 dozen

[1] TIAS 9820; 32 UST 2071.

For Category 445/446, all items with a Date of Export on or after January 1, 1981 to December 31, 1981 shall be charged against the 1981 Agreement Year limit.

3. Paragraph 5 shall be amended to include:

Category	Percentage
334	6
335	7
338	6
445/446	5

except that for category 445/446 this provision shall not apply during the 1981 Agreement Year.

4. For Category 445/446, during the 1982 Agreement Year only, an additional amount of 30,000 dozen special carryover from Agreement Year 1981 may be used if shortfall is available provided the equivalent dozen of the carryover actually used is also charged against the limit for Category 645/646 for the 1982 Agreement Year.

5. For Category 645/646, for the 1981 Agreement Year only, the People's Republic of China will forego the use of carryover.

6. In the 1981 Agreement Year, a charge of 50,000 dozen shall be made against the level for Category 645/646.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

HARRY KOPP

Harry Kopp
Deputy Assistant Secretary
for Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

The Chinese Ambassador to the Deputy Assistant Secretary of State, Trade and Commercial Affairs

THE EMBASSY OF THE PEOPLE'S REPUBLIC OF CHINA
2300 Connecticut Avenue, N.W.
Washington, D.C. 20008

September 18, 1981

Mr. Harry Kopp
Deputy Assistant Secretary for
Trade and Commercial Affairs
Bureau of Economic and Business
Affairs
U. S. Department of State
Washington, D. C. 20520

Dear Mr. Kopp:

I have the honor to acknowledge receipt of your letter of this date in which you proposed an amendment of the Agreement between the People's Republic of China and the United States of America relating to trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products.

I wish to confirm, on behalf of the Government of the People's Republic of China, that these proposals are acceptable and the contents of your letter are in accordance with the understandings reached and discussions mentioned in your letter.

Therefore, your letter and this letter of confirmation shall constitute an amendment to the Agreement between our two governments on this subject.

Sincerely,

Chai Zemin
Ambassador of the People's
Republic of China

PAKISTAN

Refugee Relief

Agreement signed at Islamabad September 30, 1981; Entered into force September 30, 1981.

GRANT AGREEMENT, DATED SEPTEMBER 30, 1981, BETWEEN THE UNITED STATES OF AMERICA, ACTING THROUGH THE BUREAU FOR REFUGEE PROGRAMS, DEPARTMENT OF STATE ("GRANTOR") AND THE ISLAMIC REPUBLIC OF PAKISTAN, ACTING THROUGH ITS PRESIDENT ("GRANTEE").

ARTICLE 1

The Grant

To finance the costs of certain commodities and commodity-related services ("eligible items") necessary for transportation in support of the Afghan Refugee Relief Program in Pakistan, the United States, pursuant to the Migration and Refugee Assistance Act of 1962, as amended,[1] agrees to grant the Government of Pakistan under the terms of this agreement, not to exceed eight million United States dollars (8,000,000) ("Grant").

ARTICLE 2

Eligible Items, Source

SECTION 2.1. Eligible Items. The commodities eligible for financing under this grant shall be trucks, equipment for two small truck maintenance facilities, and spare parts, the detailed specification for which shall be mutually agreed upon by the parties. Transportation costs to a point of entry in Pakistan, Marine Insurance, and other commodity-related services, training in operation and maintenance and other incidental services are also eligible for financing under this grant.

SECTION 2.2. Procurement Source. All eligible items shall have their source and origin in the United States of America except as Grantor may otherwise authorize; commodities will be manufactured

[1] 76 Stat. 121; 22 U.S.C. § 2601.

in the United States, transportation will be on aircraft or ocean vessels under Flag Registry of the United States, and Marine Insurance will be placed in the United States.

SECTION 2.3. Eligibility Date. No commodities or commodity-related services may be financed under this grant if they were procured pursuant to orders or to contracts firmly placed or entered into prior to the date of this agreement.

ARTICLE 3

Procurement and Disbursement

SECTION 3.1. Procurement Procedure. Grantee will procure the eligible items using competitive negotiated procedures. Grantee will give fair and equal opportunity to participate to all United States firms known to be capable of supplying the required commodity. Award(s) will be made to the firm(s) whose offer(s) is (are) most advantageous, price and other factors considered.

SECTION 3.2. Assistance by Grantor. Grantor or its designee will assist the Grantee in the preparation of specifications, requests for quotations, evaluation of offers, negotiations and award of contracts and other procurement related activities.

SECTION 3.3. Approval by Grantor. Grantee will not issue requests for quotations nor award contracts without the prior written approval of Grantor.

SECTION 3.4. Disbursement of Funds. Disbursement of funds will be by Letters of Commitment issued by Grantor to suppliers and contractors or by such other means as the parties may agree in writing. No letter of commitment or other disbursement authorization will be issued after twelve (12) months from the date of signing of the Agreement except as the Grantor may otherwise agree to in writing.

ARTICLE 4

Utilization, Operation and Maintenance

SECTION 4.1. Covenants. Grantee shall cause the commodities financed under this Grant to be effectively used for transportation in support of the Afghan Refugee Relief Program in Pakistan. To this end, the Grantee covenants as follows:

(a) Trucks will be promptly (within thirty days after unloading from vessels) processed through Customs at port(s) of entry and put into service.

(b) Trucks will be operated and maintained in good working order throughout their useful life. Other than the spare parts and maintenance equipment financed under this Grant, the resources, including personnel, fuel and lubricants, necessary to accomplish this will be provided by the Grantee from sources other than this Grant.

(c) Spare parts and maintenance equipment financed under this grant will be effectively used to support the trucks financed under this Grant. These commodities will be promptly processed through Customs and stored in protected facilities for use when needed.

SECTION 4.2. Disposal, Re-Export. Grantee will assure that commodities financed under this Grant will not be disposed of or re-exported unless so authorized in writing by the Grantor.

ARTICLE 5

Information and Reports

SECTION 5.1. Completeness of Information. The Grantee confirms that the fact and circumstances of which it has informed Grantor in the course of reaching agreement on the Grant are accurate and complete and include all facts and circumstances that might materially affect the Grant and the discharge of responsibilities under this agreement. Grantee will inform Grantor in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Grant or the discharge of responsibilities under this Agreement.

SECTION 5.2. Books and Records. Grantee will maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, such books and records as are necessary to account for the commodities and commodity-related services financed by this Grant. Such books and records shall be maintained for three years after the date of last disbursement by Grantor under this Grant.

SECTION 5.3. Inspection. Grantee will afford Grantor or its authorized representative the opportunity at all reasonable times during the three year period to inspect the books and records or the commodities at any point, including the point of use.

SECTION 5.4. Reports. Grantee will prepare or cause to be prepared and will furnish to Grantor such reports and information relating to the commodities and commodity-related services financed by this Grant and the performance of Grantee's obligations under this agreement as Grantor may reasonably request, including plans for deployment, operation and maintenance of the commodities.

ARTICLE 6

Taxation, Other Payments

SECTION 6.1. Taxation. This Agreement and Grant will be free from any taxation or fees imposed under laws in effect in Pakistan.

SECTION 6.2. Other Payments. Grantee affirms that no payments have been or will be received by any official of the Grantee in connection with the procurement of commodities or services financed under the Grant.

ARTICLE 7

Termination, Remedies

SECTION 7.1. Termination. This agreement may be terminated by mutual agreement of the parties at any time. Grantor may terminate this agreement by giving Grantee thirty (30) days written notice.

SECTION 7.2. Suspension. If at any time:

(a) Grantee shall fail to comply with any provision of this agreement; or

(b) Any representation or warranty made by or on behalf of Grantee with respect to obtaining this Grant or made or required to be made under this agreement is incorrect in any material respect.

(c) An event occurs that Grantor determines to be an extraordinary situation that makes it improbable either that the purposes of the Grant will be attained or that the Grantee will be able to perform its obligations under this agreement; then Grantor may:

(1) Suspend or cancel outstanding commitment documents to the extent that they have not been utilized through irrevocable commitments to third parties or otherwise, or to the extent that Grantor has not made direct reimbursement to the Grantee thereunder, giving prompt notice to Grantee thereafter;

(2) Decline to issue additional commitment documents or to make disbursements other than under existing ones; and

(3) At Grantor's expense, direct that title to commodities financed under the grant be vested in Grantor if the commodities are in a deliverable state and have not been offloaded in ports of entry of Pakistan.

SECTION 7.3. Cancellation by Grantor. If, within sixty (60) days from the date of any suspension of disbursement pursuant to Section 7.2, the cause or causes thereof have not been corrected, Grantor may cancel any part of the Grant that is not then disbursed or irrevocably committed to third parties.

SECTION 7.4. Refunds:

(a) If Grantor determines that the Grant is not used in accordance with the terms of the agreement, Grantor may require the Grantee to refund the amount not so used in U.S. dollars to Grantor within sixty (60) days after receipt of request therefor. Refunds paid by the Grantee to Grantor resulting from violations of the terms of this agreement shall be considered as a reduction in the amount of Grantor's obligation under the agreement and shall be available for reuse under the agreement if authorized by Grantor in writing.

76-319 O - 88 - 13

(b) The right to require such a refund of a disbursement will continue, notwithstanding any other provision of this agreement, for two (2) years from the date of the last disbursement under the agreement.

SECTION 7.5. Nonwaiver of Remedies. No delay in exercising or omitting to exercise any right or remedy accruing to Grantor under this agreement will be construed as a waiver of such rights, powers, or remedies.

ARTICLE 8

Representatives

SECTION 8.1. Grantee. For all purposes relevant to this agreement Grantee will be represented by the individual holding or acting as Joint Secretary, Economic Affairs Division, Ministry of Finance, Planning and Economic Coordination, who by written notice will designate additional representatives as follows:

(a) In the Pakistan Embassy in Washington, D.C. to be responsible for procurement activities.

(b) In the National Logistics Cell to be responsible for utilization, operation, and maintenance.

SECTION 8.2. Grantor. For all purposes relevant to this Agreement, Grantor will be represented by the individual holding or acting in the office of United States Ambassador to Pakistan or by the individual holding or acting in the office of Director of the Bureau for Refugee Programs, Department of State.

SECTION 8.3. Names of Additional Representatives. Grantee will provide the names of the additional representatives, with specimen signatures, to Grantor, who may accept as duly authorized any instrument signed by such representatives in implementation of this agreement, until receipt of written notice of revocation of their authority.

DONE at Islamabad, this 30th day of September, 1981, in duplicate.

BARRINGTON KING
FOR THE UNITED STATES OF AMERICA

M. LUTFULLAH
FOR THE ISLAMIC REPUBLIC OF PAKISTAN

PAKISTAN

Agricultural Commodities

Agreement signed at Islamabad June 4, 1981;
Entered into force June 4, 1981.
With minutes.

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF PAKISTAN

FOR

SALES OF AGRICULTURAL COMMODITIES

Dated: June 4, 1981.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF PAKISTAN
FOR SALE OF AGRICULTURAL COMMODITIES UNDER
PUBLIC LAW 480 TITLE I[1] PROGRAM

The Government of the United States of America and the Government of Pakistan have agreed to the sale of the agricultural commodities specified below. The Agreement shall consist of the Preamble, Parts I and III of the PL 480 Title I Agreement of March 25, 1980,[2] together with the following Part II:

PART II - PARTICULAR PROVISIONS

Item I. Commodity Table

Commodity	Supply Period (US Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Soybean/ Cottonseed Oil	1981	90,000	$50.0

Item II. Payment Terms (Convertible Local Currency Credit)

1. Initial Payment - Five (5) Percent

2. Currency Use Payment - None

3. Number of Installment Payments - Thirty-one (31)

4. Amount of Each Installment Payment - Approximately Equal Annual Amounts

5. Due Date of First Installment - Ten (10) Years After Date of Last Delivery of Commodities in Each Calendar Year

6. Initial Interest Rate - Two (2) Percent

7. Continuing Interest Rate - Three (3) Percent

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9782; 32 UST 1434.
[Footnotes added by the Department of State.]

Item III. Usual Marketing Table

Commodity	Import Period (US Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Edible vegetable oil and/or oil bearing seeds (oil equivalent basis)	1981	266,600 (of which at least 81,400 MT shall be imported from the U.S.A.)

Item IV. Export Limitations

A. The export limitation period shall be U.S. Fiscal Year 1981 or any subsequent fiscal year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III A.4. of the Agreement, the commodities which may not be exported are soybean/cottonseed oil, sunflower oil, sesame oil, and any other edible vegetable oil or oil bearing seeds from which these oils are produced.

Item V. Self-Help Measures

A. The Government of Pakistan agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The self-help measures should be implemented to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Pakistan agrees to the following:

1. To review and to establish for long term production considerations a set of farm gate prices for non-traditional oilseed crops at a level sufficient to provide an incentive to farmers to increase production and to overcome reluctance to plant new crops.

   Benchmark: Incentive prices for non-traditional oilseed crops for the agriculture year 1981-82 will be announced before the sowing season. For all oilseed crops, including those promoted by the Ghee Corporation, the Government of Pakistan will prepare a report showing the farm gate price for the agriculture year 1980-81 and the changes occuring for the agric ulture year 1981-82.

2. To use the proceeds from this Agreement to finance the Ghee Corporation's programs for expanding the planting, production, purchase, and processing of oilseed crops in order to meet demand over the long term.

   Benchmark: The Government of Pakistan will release sufficient funds from the sale's proceeds to the Ghee Corporation for a program to expand the planting, production, purchase, and processing of oilseed crops. This will be approximately Rs.25 million per year in Pakistan's fiscal years 1981-82 and 1982-83.

3. To review and, if necessary, revise the controlled price of hydrogenated vegetable oil (vegetable ghee) to take into account the full cost of agricultural production and processing with a view to stimulating production of oilseeds and curbing consumer demand for hydrogenated vegetable oil (vegetable ghee). Such prices will be commensurate with full cost of production also taking into consideration the cost of imported edible oil CIF Karachi.

   Benchmark: The consumer price of hydrogenated vegetable oil (vegetable ghee) produced during agricultural year 1980-81 was Rs.56.0 per 5 Kilograms. The Government of Pakistan will prepare a report which reviews the consumer price for hydrogenated vegetable oil (vegetable ghee) based on the total production costs and send it to the U.S. Government by November 30, 1981.

4. To provide additional resources to finance a comprehensive oilseed research program that includes provincial research establishments. Particular emphasis will be given to varietal trials, adaptation of appropriate equipment, fertilizer trials, water management, cropping systems and the economic analysis of same.

   Benchmark:

   (A) The Government of Pakistan will present a report by November 30, 1981 which summarizes current expenditures for traditional and non-traditional oilseed research. The report will include details on current and proposed provincial allocations and expenditures. The allocation in the 1980-81 Budget will be the benchmark. Allocations in future Budgets (i.e. 1981-82) will show if additional resources are being provided.

(B) The Government of Pakistan will provide, from sales proceeds under the Agreement, a minimum of Rs.2 million per year in FY 81 and 82 to the Pakistan Agricultural Research Council for contractual research on oilseed production and processing. The details for these expenditures should be included in the report described in benchmark A.

5. To provide increased financial support to an oilseed production program for traditional and non-traditional oilseed crops, including funding of necessary support services and inputs, such as extension, fertilizer, insecticides, implements, and seeds.

   Benchmark: The Ghee Corporation's program targetted 32,000 acres of new acreage for non-traditional oilseed crops in 1980-81. They achieved 30,000. The expanded program for 1981-82 has a target of 60,000 acres. The Government of Pakistan will make every effort to ensure that availability of seeds and other inputs will be sufficient to meet the increased target.

6. To review laws, regulations, policies, or controls which constrain private enterprenuers from investing in the production, processing and marketing of oilseeds.

   Benchmark: The Government of Pakistan will establish an Oilseed Development Board which will consult with representatives of private trade and industry, to prepare a report by November 30, 1981 detailing incentives and other measures necessary to encourage private sector investment in the production, processing, and marketing of oilseeds.

7. To maintain the present favorable agricultural policy environment for wheat production, to maintain and bolster the present input-output price relationships for wheat which have led to increased production.

   Benchmark:

   (A) The Government of Pakistan will undertake appropriate price adjustments, to provide adequate incentives for increasing agricultural production and to coordinate pricing decisions for agriculture inputs and crops in order to offset any adverse effects of input price adjustments on producer incentives. A report will be submitted to the U.S. Government by November 30, 1981 which gives fertilizer prices and the price of wheat. The report will highlight changes in prices during the period July 1, 1980 until November 1, 1981.

(B) The Agricultural Prices Commission will analyze the cost of production as it relates to seed, fertilizer, water, insecticides, land, fuel and other related inputs to be used in making decisions about future support price levels for wheat. A report will be prepared on studies initiated and carried out during the course of the 1981-82 agricultural year.

(C) Federal and Provincial Governments will impose no restrictions in the transportation/movement, buying, selling and storage of wheat during the course of the Agreement except for restrictions on the movement of whole wheat grain by road needed to minimize the illegal movement of wheat across international borders. In the event the Government determines emergency conditions (as defined in the Title I Agreement of January, 1979) warrant temporary imposition of restrictions, the U.S. Government will be notified prior to the announcement.

8. To permit an equitable availability of wheat for private marketing channels, the Government of Pakistan will continue to limit the sale of wheat through ration shops and will continue its efforts to eliminate bogus ration cards.

Benchmark:

Reports will be provided on a semi-annual basis for the following:

(A) The official offtake of wheat, which is not to exceed 3.277 million metric tons.

(B) The number of bogus cards eliminated during PFY 1980-81 and the number of cards existing at the end of PFY 1980-81.

9. To increase domestic storage capacity for wheat and to facilitate procurement operations at harvest time, additional wheat storage facilities will be built in Pakistan.

Benchmark: The Government of Pakistan will increase total storage capacity by 200,000 metric tons annually over the next two years.

C. Use of Sales Proceeds

1. The rupee proceeds from the sale of commodities provided under this Agreement will be credited to the Federal Consolidated Fund of the Government of Pakistan. The Government of Pakistan agrees to credit these proceeds to a special subsidiary account to be named "FY 1981 PL 480."

2. The Government of Pakistan agrees to consult the U.S Government prior to the allocation of funds to various projects from this special account. Releases from the special account to the projects will be made by the Government of Pakistan based on mutually agreed upon allocations.

3. Such sales proceeds may be used for the self-help measures set forth above and for increasing the production of oilseeds, modernizing oilseed processing facilities and for such other development purposes in the agriculture, rural development, water resources, population, education, and health sectors as may be mutually agreed upon.

D. Reports and Reviews

1. By November 30, 1981, the Government of Pakistan agrees to provide a written report which will include but not be limited to:

   (A) Progress on implementing the self-help measures set out in item V(B) above.

   (B) A comparison of achievements and benchmarks to determine the progress achieved in meeting the self-help measures set out in item V(B) above; and

   (C) A review of the levels of funding being released to carry out the self-help measures.

2. As long as balances remain in the Special Account established pursuant to Item V(C) above, the Government of Pakistan shall provide semi-annual reports on how the proceeds have been used to directly benefit the needy in accordance with Items V and VI of Part II of this Agreement. The first report will be submitted by November 30, 1981 and subsequent reports will be provided at six month intervals.

3. The Government of Pakistan agrees to convene meetings not less than every six months for the purpose of consulting on the agreed purposes for which the sales proceeds generated under this Agreement will be used, to review actual disbursement and physical progress against agreed benchmarks, to review those self-help provisions which require policy change and

to discuss such other matters as may be agreed. The first meeting will be held within three months of the final delivery of commodities financed under this Agreement.

Item VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used

A. The proceeds accruing to the Government of Pakistan from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for the following development sectors: agriculture, rural development, water resources, population, education, and health.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

The proposed use of proceeds will benefit directly the needy people of the importing country in the following ways:

1. The establishment of incentive level prices for oilseeds will raise the income of needy, small farmers who grow oilseed crops;

2. Financing the Ghee Corporation's program for oilseeds will reduce the risk for needy, small farmers who grow these crops;

3. Support of research on oilseeds will make these crops more attractive to needy small farmers as hardier and more productive varieties are developed. More efficient production also will benefit poor consumers;

4. Financial support of a larger oilseed production program will benefit directly the large number of needy farmers who already grow traditional oilseeds and will now begin to grow non-traditional oilseeds; and

5. Maintenance of the wheat research, production, storage, procurement and distribution program will benefit directly the needy people of Pakistan who grow and consume wheat by reducing risks and assuring a reliable supply at reasonable prices. Increased storage facilities are an integral part of a wheat program.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Islamabad in duplicate this 4th day of June 1981.

FOR THE GOVERNMENT OF PAKISTAN

By: _____

[SEAL] Name: Ejaz A. Naik

Title: Secretary

Economic Affairs Division

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

By: _____

[SEAL] Name: Arthur W. Hummel, Jr.

Title: Ambassador of the United

States of America

MINUTES OF THE MEETING HELD APRIL 30, 1981,
MAY 5, 1981, and May 21, 1981 REGARDING THE
FISCAL YEAR 1981 PL 480 TITLE I AGREEMENT
OF JUNE 4, 1981

The following subjects were discussed at the meetings held between the U.S. Government and the Government of Pakistan representatives on the FY 1981 PL 480 Agreement on April 30, 1981, May 5, 1981 and May 21, 1981.

Special Instructions

The U.S. Government representatives gave copies of the PL 480 special instructions to the Government of Pakistan representatives (Attachment A). Together both parties read through and discussed this document. The Government of Pakistan was informed that these are the required operating instructions for all PL 480 agreements.

The Government of Pakistan asked for clarification of the Usual Marketing Requirements (page 3, No.7 of attachment A). The U.S. informed them that the importation period for the 1981 Agreement covered the period from October 1, 1980 to September 30, 1981 and that the UMR included all edible oils.

During the May 21 meeting, Government of Pakistan representative expressed concern that due to the lateness of negotiations they may not be able to meet the Usual Marketing Requirement (UMR) within the final quarter of US FY 1980-81. The Government of Pakistan negotiating team assured the United States representatives that any shortfall would be made up in the following year. The problem stemmed from the fact that the Government of Pakistan had authorized exceptionally large imports of vegetable oil during the first quarter of PFY 1980-81. (The Pakistan Fiscal Year runs from July 1 to June 30). Subsequent to the meeting, however, further examination of total imports, apart from PL 480 financed imports, and reasonable projection of expected imports, including unrestricted private sectors imports, revealed that the Government of Pakistan would be able to meet the UMR. In a letter dated May 24, 1981, Government of Pakistan representatives estimated that total imports should total 343,686, well above the UMR of 266,600. In the same letter US source imports are expected to total 65,138 MT or 16,262 MT short of the 81,400 MT specified in the Agreement. However, it is expected that an additional 16,000 MT of edible oil will be imported by the private sector by September 30, 1981. If the United States portion of the UMR is not met this year, Government of Pakistan representatives gave assurance that it would be made up in subsequent years.

General Discussion

The U.S. representatives focused special attention on the first two points of Attachment A which highlighted the U.S's chief concern in this and subsequent PL 480 negotiations. These two points are as follows:

1. The primary focus of the self-help measures has been shifted from encouraging wheat production to meeting Pakistan's continuing and increasing oilseeds problem, with the understanding that the policies which support wheat production will be maintained.

2. Future PL 480 Title I programs will be dependent on Pakistan's performance in undertaking credible and timely efforts to break the long run stagnant trend in oilseed production. If a credible and timely oilseed production program is launched, the U.S. Government will welcome the opportunity to discuss a "Food for Development" (Title III) program which would provide more favorable financial terms in the framework of a multi-year commitment to an oilseed production strategy.

Much of the discussion throughout the meetings centered on the Government of Pakistan's commitment to resolving the oilseed development problem in Pakistan. The Government of Pakistan representatives acknowledged the unsustainable rate of growth of oilseed imports. They also indicated a strong commitment to resolve local production problems (inferior seeds, abundance of pests, lack of farmer incentives, etc.) and promote a quality local oilseed program. The Government of Pakistan representatives cited a few of the constraints to the resolution of these problems. The primary constraint was the availability of money under Pakistan's budget and Annual Development Plans. The second constraint was the absorptive capacity of Pakistan's oilseed research institutions. The Government of Pakistan welcomed the U.S. effort to support and encourage their oilseed program. However, theyencouraged close association of the Agreement with efforts the GOP has undertaken to address the growing problem which they have already recognized.

The U.S. acknowledged the Government of Pakistan's desire to improve their oilseed production. However, it was pointed out that in the past several years the concern regarding oilseed development has not progressed past the study and planning stage. In recognition of the magnitude of the problem, and given the concern for future program, this agreement simply sets out measurable objectives which can be accomplished within the next year and objectives which will demonstrate a commitment by the Government of Pakistan to resolving these critical problems. Most of the self-help measures are taken from Pakistan's own studies and plans for oilseed development in Pakistan.

Item V. B.

The discussion then focused on specific self-help measures.

Self-Help Measure 1

To review and to establish for long term production considerations a set of farm gate prices for non-traditional oilseed crops at a level sufficient to provide an incentive to farmers to increase production and to overcome reluctance to plant new crops.

Benchmark: Incentive prices for non-traditional oilseed crops for the agriculture year 1981-82 will be announced before the sowing season. For oilseed crops, including those promoted by the Ghee Corporation, the Government of Pakistan will prepare a report showing the farm gate price for the agriculture year 1980-81 and the changes occuring for the agriculture year 1981-82.

Discussion: The Self-Help Measure was acceptable. The Government of Pakistan representatives, however, requested that the listing of hoped for incentive prices be reflected in these minutes since they have established an Agricultural Prices Commission which will be setting these prices. Although the Agricultural Prices Commission would consider these proposed prices, their recommendations would have to take into account a number of concerns. In the event that the Commission is not operational in time for the sowing season, the Government of Pakistan assured the U.S. representatives that appropriate revised prices would be announced.

The U.S. representatives agreed to place the expected percentage increases in prices of non-traditional oilseeds in the official minutes. The U.S. representatives stressed that the production program of the Ghee Corporation (GCP) required that official buyers for the GCP be authorized to offer incentive prices above those for 1980-81.

The prices for non-traditional oilseed crops specifically promoted by the Ghee Corporation of Pakistan for the agricultural year 1980-81 and the suggested 1981-82 incentive price increases are:

Crop	1980-81 Rs./Maund[1]	1981-82 Percentage Increase Recommended
Sunflower	110	12 - 14
Safflower	90	15 - 17
Soybean	100	10 - 12
Groundnuts	207	*

*(The Government of Pakistan will make concerted efforts to increase groundnut production and to release high yielding commercial varieties of seeds to farmers.)

1. See Page 9 [19].

Self-Help Measure 2

To use the proceeds from this Agreement to finance the Ghee Corporation's programs for expanding the planting, production, purchase, and processing of oilseed crops in order to meet demand over the longterm.

Benchmark: The Government of Pakistan will release sufficient funds from the sale's proceeds to the Ghee Corporation for a program to expand the planting, production, purchase, and processing of oilseed crops. This will be approximately Rs.25 million per year in Pakistan's fiscal year 1981-82 and 1982-83.

Discussion: The Government of Pakistan representatives questioned the relationship of the Benchmark for Self-Help Measure 2 to the normal budgetary process of the Pakistan Government and the ability of the Ghee Corporation to effectively utilize Rs.25 million in one year.

The U.S. representatives pointed out the Ghee Corporation's PC-1[2] has primary level approval by the Government of Pakistan and it calls for more than Rs.50 million to be allocated over a two year period. In addition, the PC-1 sets out specific plans for utilizing all of these funds in support of a growing oilseed unit.

The U.S. representatives continued to strongly support release of funds for this Ghee Corporation oilseed production program. This activity is the single clearly identified activity which can demonstrate field level action to increase production of non-traditional oilseeds.

Self-Help Measure 3

To review and, if necessary, revise the controlled price of hydrogenated vegetable oil (vegetable ghee) to take into account the full cost of agricultural production and processing with a view to stimulating production of oilseeds and curbing consumer demand for hydrogenated vegetable oil (vegetable ghee). Such prices will be commensurate with the full cost of production also taking into consideration the cost of imported edible oil CIF Karachi.

Benchmark: The consumer price of hydrogenated vegetable oil (vegetable ghee) produced during agricultural year 1980-81 was Rs.56.0 per 5 Kilograms. The Government of Pakistan will prepare a report which reviews the consumer price for hydrogenated vegetable oil (vegetable ghee) based on the total production costs and send it to the U.S. Government by November 30, 1981.

2. See page 9 [19].

Discussion: During discussion of this Self-Help Measure, the Government of Pakistan stated that the price of edible oil is not controlled. The above wording of the Self-Help Measure reflected this modification.

Self-Help Measure 4

To provide additional resources to finance a comprehensive oilseed research program that includes provincial research establishments. Particular emphasis will be given to varietal trials, adaptation of appropriate equipment, fertilizer trials, water management, cropping systems and the economic analysis of same.

Benchmark:

(A) The Government of Pakistan will present a report by November 30, 1981 which summarizes current expenditures for traditional and non-traditional oilseed research. The report will include details on current and proposed provincial allocations and expenditures. The allocation in the 1980-81 Budget will be the benchmark. Allocations in future Budgets (i.e. 1981-82) will show if additional resources are being provided.

(B) The Government of Pakistan will provide from sales proceeds under the Agreement a minimum of Rs.2 million per year in PFY 81 and 82 to the Pakistan Agricultural Research Council for contractual research on oilseed production and processing. The details for these expenditures should be included in the report described in benchmark A.

Discussion: The Government of Pakistan was confident that the budget allocations for oilseed research would undoubtedly be more than that indicated in the Agreement. It was agreed that the Pakistan Agricultural Research Council will report quarterly on the use of these special research funds and forward copies of the report to the U.S. Government.

Self-Help Measure 5

To provide increased financial support to an oilseed production program for traditional and non-traditional oilseed crops, including funding of necessary support services and inputs, such as extension, fertilizer, insecticides, implements, and seeds.

Benchmark: The Ghee Corporation's program targetted 32,000 acres of new acreage for non-traditional oilseed crops in 1980-81. They achieved 30,000. The expanded program for 1981-82 has a target of 60,000 acres. The Government of Pakistan will make every effort to ensure that availability of seeds and other inputs will be sufficient to meet the increased target.

Discussion: The Government of Pakistan requested that the Benchmark reflect additional effort to increase oilseed acreage rather than a specific target.

The U.S. representatives indicated that the specified acreage target, 60,000 acres, was the Ghee Corporation's proposal.

Self-Help Measure 7

To maintain the present favorable agricultural policy environment for wheat production, to maintain and bolster the present input-output price relationships for wheat which have led to increased production.

Benchmark:

(A) The Government of Pakistan will undertake appropriate price adjustments to provide adequate incentives for increasing agricultural production and to coordinate pricing decisions for agriculture inputs and crops in order to offset any adverse effects of input price adjustments on producer incentives. A report will be submitted to the U.S. Government by November 30, 1981 which gives fertilizer prices and the price of wheat. The report will highlight changes in prices during the period July 1, 1980 until November 1, 1981.

(B) The Agricultural Prices Commission will analyze the cost of production as it relates to seed, fertilizer, water, insecticides, land, fuel, and other related inputs to be used in making decisions about future support price levels for wheat. A report will be prepared on studies initiated and carried out during the course of the 1981-82 agricultural year.

(C) Federal and Provincial Governments will impose no restrictions in the transportation/movement, buying, selling and storage of wheat during the course of the Agreement except for restrictions on the movement of whole wheat grain by road needed to minimize the illegal movement of wheat across international borders. In the event the Government determines emergency conditions (as defined in the Title I Agreement of January, 1979) warrant temporary imposition of restrictions, the U.S. Government will be notified prior to the announcement.

Discussion: It was agreed that given the recent establishment of the Agricultural Prices Commission many of the reports cited in Benchmark 7(B) will not be completed in the near term, however, this task clearly falls within the mandate of this newly created body.

Self-Help Measure 8

To permit an equitable availability of wheat for private marketing channels, the Government of Pakistan will continue to limit the sale of wheat through ration shops and will continue its efforts to eliminate bogus ration cards.

Benchmark: Reports will be provided on a semi-annual basis for the following:

(A) The official offtake of wheat which should not exceed 3.277 million metric tons.

(B) The number of bogus cards eliminated during PFY 1980-81, and the number of cards existing at the end of PFY 1980-81.

Discussion: The Government of Pakistan wished to maintain the limit for the public sector offtake of wheat at 3.277 million metric tons although the actual public sector offtake for distribution through the ration shops has recently been closer to 2.3 million metric tons. It was agreed that official offtake would be limited to the higher figure.

The Government of Pakistan representatives stressed the diminishing role of the ration shops given the favorable supply for wheat. In addition, they stated that the Government of Pakistan is studying the option of expanded open market operations as the policy instrument to influence wheat prices.

Use of Sales Proceeds - Item V.C

The Government of Pakistan informed the U.S. representatives that all payments must be deposited into the Federal Consolidated Fund. However, it would be possible to maintain a special subsidiary account entitled "FY 1981 PL 480". This would allow for seperate monitoring. The U.S. representatives agreed.

It was mutually agreed to add "education" as an additional purpose for which the sales proceeds could be used.

Reports and Reviews - Item V.D.

The Government of Pakistan stated that meetings should be held as frequently as needed but should not be required more often than semi-annually.

The wording was changed to indicate meetings should be at least every six months.

The U.S. Government regards the reports specified in the Agreement as essential to the evaluation of the terms of this Agreement.

The Government of Pakistan was requested by the U.S. Government to nominate by June 30, 1981 an official who will obtain from various Pakistan organizations the information required in all of the agreements' reports. The Government of Pakistan representatives indicated that this task would be managed by the Joint Secretary, EAD. Economic Affairs Division will then be responsible for transmitting these reports to the U.S. Government.

The U.S. representatives will meet with this designated official prior to July 31, 1981 to work on designing report formats and establishing a schedule for the submission of all required reports.

Communication

For the purpose of this agreement, communication will be through the Secretary or the Joint Secretary or the Deputy Secretary of the Economic Affairs Division for the Government of Pakistan and through the United States Agricultural Attache and the Mission Director, Agency for International Development Pakistan for the U.S. Government.

Attendance

The lists of attendees for the meetings are attached. [1]

FOR THE GOVERNMENT OF PAKISTAN

By: _____

Name: Ejaz A. Naik

Title: Secretary

Economic Affairs Division

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: _____

Name: Arthur W. Hummel Jr.

Title: Ambassador of the United States of America

[1] Not printed. [Footnote added by the Department of State.]

Definition of Terms

Rupee - $1.U.S. = 9.90 Pakistan Rupees

Maund - 82.286 lbs.

PC-1 - a Government of Pakistan funding document equivalent to an A.I.D. project paper.

Attachment A

P.L. 480 Title I FY 1981 Agreement
Items to be Brought to the Attention
of the Government of Pakistan

Before listing the items we have been instructed to bring to the attention of the Government of Pakistan, we believe it would be helpful to list the major changes incorporated in this Agreement as opposed to previous P.L. 480 Title I Agreements. These are:

1. The primary focus of the self-help measures has been shifted from encouraging wheat production to meeting Pakistan's continuing and increasing oilseeds problem, with the understanding that advances in wheat production will be maintained.

2. Future P.L. 480 Title I programs will be dependent on Pakistan's performance in undertaking credible and timely efforts to break the long run stagnant trend in oilseed production. If a credible and timely oilseed production program is launched, the U. S. Government will welcome the opportunity to discuss a "Food for Development" (Title III) program which would provide more favorable financial terms in the framework of a multi-year commitment to an oilseed production strategy.

3. The rupee proceeds from the sale of commodities provided under this Agreement will be deposited into a Special Account to be used for mutually agreed development activities in accordance with Part II Item V. C. and Item VI. A. of the Agreement.

Following is a list of items that the U.S. Government wishes to bring to the attention of the Government of Pakistan.

1. Agreement

The proposed Agreement will consist of: (a) Preamble, incorporating by reference the Preamble, Part I (containing general provisions) and Part III (containing the final provisions) of the Title I Agreement signed March 25, 1980; and (b) Part II showing the particular provisions of the proposed Agreement.

2. Financial Terms

The financing, as set forth in Part II, Item II of the proposed Agreement, provides for $50.0 million under convertible local currency credit terms of forty (40) years credit, including a ten (10) year grace period, with an interest rate of two (2) percent during the grace period and three (3) percent thereafter. The terms also provide for an initial payment of five (5) percent and no currency use payment.

3. Commodity Composition

The proposed commodity composition, as shown in Part II, Item I, provides for 90,000 metric tons (MT) of soybean/cottonseed oil.

The U.S. Government is unable to fulfill the GOP's request for up to 210,000 MT of vegetable oil under an FY 1981 Title I Program. Severe budget limitations have reduced total PL 480 funding availability for Title I programs. The USG is able to supply only 90,000 MT of soybean/cottonseed oil in FY 1981.

4. The export market value specified in Part II may not be exceeded. This means that, if commodity prices increase over those used in determining the market values covered in Part II of the Agreement, the quantity to be financed under the Agreement will be less than the approximate maximum quantity set forth in Part II. Should commodity prices decrease, however, the quantities of commodities to be financed will be limited to those specified in Part II.

5. U.S. sales opportunities in the commercial markets for agricultural commodities should be on an equal footing with other commodities. Any policies that may impede fair U.S. participation in these markets should be identified and corrected. The U.S. should be advised of any agricultural export opportunities.

6. After USDA issues the purchase authorizations, and as soon as commodities are purchased and vessels booked, the GOP should promptly open Letters of Credit for both commodities and freight.

7. **Usual Marketing Requirements (UMR's)**

Part II, Item III of the draft Title I Program provides for the Usual Marketing Requirement (UMR) in fiscal year 1981 of 266,600 MT of edible vegetable oil and/or oil seeds (oil equivalent basis) of which at least 81,400 MT should be imported from the USA.

8. Export Limitations

The export limitations shown under Item IV (A) and (B) of Part II of the enclosure are the same as for the FY 1980 Title I Agreement signed on March 25, 1980.

9. Self-Help Measures and Use of Proceeds

(A) The FY 1981 self-help measures reaffirm the USG's interest in sustaining Pakistan's wheat production gains and in seriously addressing the problem of oilseed production. Concessional financing under PL 480 may be jeopardized in the future if no credible and timely effort is made to break the long run stagnant trend in oilseed production. Governing legislation prohibits the financing of PL 480 commodities in situations where the import of such commodities may constitute a significant disincentive to domestic production.

(B) If a credible and timely oilseed program is launched, the USG will welcome the opportunity to discuss a more comprehensive "Food for Development" program which would have the advantages of assuring agreed levels of supplies on more favorable financial terms in the framework of a multi-year commitment to an oilseed production strategy. Such discussion will take place whenever the record of commitment and action to solving the oilseed production - consumption problems can be demonstrated perhaps as early as FY 1982 or FY 1983.

(C) It is the intention of the USG to support the GOP in its efforts to improve its oilseed supply and demand situation, in keeping with the GOP's recent undertaking with the IMF.

(D) Any future PL 480 programming will be dependent on GOP performance and the submission of a complete report on the action and progress taken in the implementation of these self-help measures.

(E) In accordance with items V and VI of Part II: (1) there must be specific emphasis on implementation of self-help measures so as to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture, and (2) priority will be given in the use of sales proceeds for purposes which directly improve the lives of the poorest of the recipient country's people and their country.

10. Operational Considerations

(A) Purchase Authorizations will be issued under the Agreement only after the Secretary of Agriculture has determined that: (1) adequate storage facilities are available in the recipient country at the time of export so as to prevent the spoilage or waste of the commodity, and (2) the distribution of the commodity in the recipient country will not result in a substantial disincentive to domestic production.

(B) Purchases of food commodities under the Agreement must be made on the basis of Invitations For Bid (IFB) publicly advertised in the United States and on the basis of bid offerings which must conform to the IFB. Bids must be received and publicly opened in the United States. All awards under IFB must be consistent with open, competitive, and responsive bid procedures.

(C) The terms of all IFBs (including IFBs for ocean freight) must be approved by the General Sales Manager/USDA prior to issuance.

(D) Commissions, fees or other payments to any selling agent are prohibited in any purchase of food commodities under the Agreement.

(E) (1) If the Pakistan Government nominates a purchasing agent and/or shipping agent to procure commodities or arrange ocean transportation under the Agreement the GOP must notify the General Sales Manager/USDA in writing of such nomination and provide, along with the notification, a copy of the proposed

agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager's Office in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

(2) Arrangements must be made by the GOP to relay to its Washington Embassy all instructions, information and authority necessary to enable timely implementation of the Agreement, including: (a) commodity specifications; (b) contracting and delivery periods; (c) names and addresses of U.S. and foreign banks handling transactions letters of credit for commodity and freight; and (d) authority to request and sign purchase authorizations and other necessary documents; (e) complete instructions/information/authority regarding arrangements for purchasing commodities and contracting for freight (including the appointment of purchasing and/or shipping agents if applicable); and (f) instructions to contact Program Operations Division, Office of the General Sales Manager, USDA regarding the foregoing.

(3) Commodity suppliers are refusing to load vessels when acceptable letters of credit for both commodity and freight supplier are not available at time of loading. This has resulted in costly claims by vessel owners for demurrage and/or detention claims and carrying charges by commodity suppliers.

(4) Delays in opening letters of credit and settlement of the final ten (10) percent of freight will also result in higher commodity prices and freight rates. The GOP should therefore assure that appropriate measures will be taken to ensure that operable letters of credit for both commodities and freight will be opened, and confirmed by designated U.S. banks, immediately after contracting under each Purchase Authorization is concluded, and before vessels arrive at loading ports. With particular regard to ocean freight, the GOP should be aware that letters of credit for one hundred (100) percent of ocean freight charges must be opened in favor of the supplier of the ocean transportation prior to vessel's presentation for loading.

11. Reporting Requirements

Reporting is an essential part of the PL 480 Title I Program. Submission of timely reports on compliance, arrival and shipping information (ADP sheets) Article III (D), Self-Help (Article III (C)), and use of sales proceeds (Article III (F)), are required under the provisions of the Agreement. Also, see Item V. D. of the Agreement.

12. Identification and Publicity

Part I Article II (1) of the Title I Agreement provides that Government of Pakistan shall undertake such measures, as may be mutually agreed, prior to the delivery of commodities, for the identification and publicity of commodities to be received.

SOCIALIST REPUBLIC OF ROMANIA

Aviation: Air Transport Services

Agreement extending the agreement of December 4, 1973, as renewed, amended and extended.
Effected by exchange of notes
Dated at Bucharest August 11 and December 21, 1981;
Entered into force December 21, 1981.

The American Embassy to the Romanian Ministry of Foreign Affairs

No. 73

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Socialist Republic of Romania and has the honor to refer to the air transport agreement between the Government of the United States of America and the Government of the Socialist Republic of Romania signed at Washington December 4, 1973, as extended and amended.[1]

The United States believes that the air transport agreement has provided a satisfactory basis for facilitating air transport relations between the two countries. The United States Government therefore proposes that the agreement be extended through January 30, 1983.

If these understandings are acceptable to the Government of the Socialist Republic of Romania, the Embassy of the United States of America proposes that this Note and the Ministry's confirmation shall constitute an agreement, between our two governments, to enter into force on the date of your reply, extending the air transport agreement from January 30, 1982 through January 30, 1983.

[1] TIAS 7901, 9431, 10085; 25 UST 1631; 30 UST 3872; *ante*, p. 1010.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Socialist Republic of Romania the assurances of its highest consideration.

Embassy of the United States of America,
Bucharest, August 11, 1981.

The Romanian Ministry of Foreign Affairs to the American Embassy

REPUBLICA SOCIALISTĂ ROMÂNIA

MINISTERUL
AFACERILOR EXTERNE

Nr.6/4534

Ministerul Afacerilor Externe al Republicii Socialiste România prezintă salutul său Ambasadei Statelor Unite ale Americii la Bucureşti şi are onoarea să-i confirme primirea notei verbale nr.73 din 11 august 1981, al cărui text, tradus în limba română, are următorul conţinut :

"Ambasada Statelor Unite ale Americii prezintă complimentele sale Ministerului Afacerilor Externe al Republicii Socialiste România şi are onoarea să se refere la Acordul privind transportul aerian dintre Guvernul Statelor Unite ale Americii şi Guvernul Republicii Socialiste România semnat la Washington, la 4 decembrie 1973, aşa cum a fost prelungit şi amendat.

Statele Unite consideră că Acordul privind transportul aerian a oferit o bază satisfăcătoare pentru facilitarea relaţiilor în domeniul transportului aerian între cele două ţări. Prin urmare, Guvernul Statelor Unite propune ca Acordul să fie prelungit pînă la 30 ianuarie 1983.

Dacă aceste înţelegeri sînt acceptabile Guvernului Republicii Socialiste România, Ambasada Statelor Unite ale Americii propune ca această Notă, împreună cu confirmarea ei de către minister, să constituie un Acord, între cele două guverne ale noastre, care să intre în vigoare la data răspunsului dumneavoastră, prelungind valabilitatea Acordului privind transportul aerian de la 30 ianuarie 1982 pînă la 30 ianuarie 1983.

Ambasada Statelor Unite ale Americii foloseşte acest prilej pentru a reînnoi Ministerului Afacerilor Externe al Republicii Socialiste România asigurările celei mai înalte consideraţiuni".

AMBASADEI
STATELOR UNITE ALE AMERICII
IN ORAS

Ministerul Afacerilor Externe al Republicii Socialiste România are onoarea să comunice Ambasadei Statelor Unite ale Americii că Guvernul Republicii Socialiste România acceptă propunerea Guvernului Statelor Unite ale Americii, formulată în nota verbală sus-menţionată şi este de acord ca schimbul de note în această problemă să constituie un Acord între cele două guverne, care va intra în vigoare la data primirii prezentei note verbale.

Ministerul Afacerilor Externe al Republicii Socialiste România, foloseşte acest prilej pentru a reînnoi Ambasadei Statelor Unite ale Americii asigurarea înaltei sale consideraţiuni.

Bucureşti, 21 decembrie 1981

TRANSLATION

Socialist Republic of Romania

Ministry of Foreign Affairs

No. 6/4534

The Ministry of Foreign Affairs of the Socialist Republic of Romania presents its compliments to the Embassy of the United States of America at Bucharest and has the honor to acknowledge receipt of note verbale No. 73 of August 11, 1981, the text of which, translated into Romanian, reads as follows:

[For the English language text, see pp. 3963-3964.]

The Ministry of Foreign Affairs of the Socialist Republic of Romania has the honor to inform the Embassy of the United States of America that the government of the Socialist Republic of Romania accepts the proposal of the government of the United States of America formulated in the above-mentioned note verbale and agrees that the exchange of notes on this problem shall constitute an agreement between the two governments, to enter into force on the date of the receipt of this note verbale.

The Ministry of Foreign Affairs of the Socialist Republic of Romania avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its high consideration.

Bucharest, December 21, 1981

[Initialed]

MAURITIUS

Trade in Textiles

Agreement effected by exchange of notes
Signed at Brussels October 2 and 5, 1981;
Entered into force October 5, 1981.

The American Deputy Chief of Mission to the Ambassador of Mauritius to the European Communities

Brussels, October 2, 1981.

Excellency:

I have the honor to refer to consultations held on September 21 through 25 between representatives of the Government of the United States of America and the Government of Mauritius concerning trade in knit shirts and sweaters of cotton, wool and man-made fibers. On the basis of these consultations, I have the honor to propose the following agreement between our two governments:

1. There is hereby established a Knitwear Group comprised of categories 338, 339, 345, 438, 445, 446, 638, 639, 645, 646. These categories are described in Annex A.

2. For the six-month periods from October 1, 1981 to March 31, 1982 and from April 1, 1982 to September 30, 1982, and for the twelve-month periods from October 1, 1982 to September 30, 1983, October 1, 1983 to September 30, 1984, and from October 1, 1984 to September 30, 1985, exports of the

His Excellency
Raymond Chasle,
Ambassador of Mauritius to the
European Communities,
Brussels.

Knitwear Group defined in paragraph 1 from Mauritius to the United States are subject to the limits established by this agreement.

3. The limits for the Knitwear Group during the periods referred to in paragraph 2 shall be:

October 1, 1981 to March 31, 1982	113,000 dozen
April 1, 1982 to September 30, 1982	57,500 dozen
October 1, 1982 to September 30, 1983	115,000 dozen
October 1, 1983 to September 30, 1984	115,000 dozen
October 1, 1984 to September 30, 1985	115,000 dozen

4. During any period referred to in paragraph 2 exports may exceed the applicable limit prescribed in paragraph 3 by a maximum of ten percent by allocating to such limit an unused portion of the limit for the previous period (carryover) or a portion of the limit for the succeeding period (carry forward), provided that:

A) Carryover may not be applied for the periods October 1, 1981 to March 31, 1982 and April 1, 1982 to September 30, 1982;

B) Carryover may be utilized as available up to ten percent of the receiving period's limit;

C) The combination of carryover and carryforward shall not exceed ten percent of the receiving period's applicable limit in any period;

D) Carryforward may be utilized up to seven percent of the receiving period's limit and shall be charged against the immediately following period's corresponding limit;

E) (1) Carryover of shortfall (as defined below) shall not be applied to any limit until the Governments of the United States of America and Mauritius have agreed upon the amount of shortfall involved;

(2) For purposes of the agreement, a shortfall occurs when exports of the Knitwear Group from Mauritius to the United States of America during a period are below the applicable limit as prescribed in paragraph 3. In the period following the shortfall, such exports from Mauritius to the United States of America may be permitted to exceed the applicable limit, subject to conditions set forth above, by carryover of shortfall, provided that: the carryover shall not exceed the amount of shortfall in any applicable limit.

5. The two governments shall exchange statistics on exports and imports in the Knitwear Group established in paragraph 1 on a quarterly basis.

6. The two governments agree to consult, upon the request of either government, on any question arising in the implementation of this agreement.

7. If the foregoing conforms with the understanding of the Government of Mauritius, this note and Your Excellency's note of confirmation on behalf of the Government of Mauritius shall constitute an agreement between our two governments.

Accept, Excellency, the assurances of my highest consideration.

[1]

[1] Denis Lamb.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
Cotton			
338	Knit Shirts (Inc. T-Shirts, Other and Sweatshirts) M and B	7.2	Dz.
339	Knit Shirts and Blouses (Inc. T-Shirts, Other and Sweatshirts) W, G and I	7.2	Dz.
345	Sweaters	36.8	Dz.
Wool			
438	Knit Shirts and Blouses	15.0	Dz.
445	Sweaters, M and B	14.88	Dz.
446	Sweaters, W, G and I	14.88	Dz.
Man-Made Fiber			
638	Knit Shirts (Inc. T-Shirts) M and B	18.0	Dz.
639	Knit Shirts and Blouses (Inc. T-Shirts) W, G and I	15.0	Dz.
645	Sweaters, M and B	36.8	Dz.
646	Sweaters, W, G and I	36.8	Dz.

The Ambassador of Mauritius to the European Communities to the American Deputy Chief of Mission

MISSION DE L'ILE MAURICE
AUPRÈS DES
COMMUNAUTÉS EUROPÉENNES
BRUXELLES

5 October, 1981

Sir,

I have the honour to acknowledge with thanks the receipt of your letter of 2 October, 1981, referring to the consultations held from 21 to 25 September in Geneva and recording the agreement proposed by the Government of Mauritius concerning trade in sweaters of cotton, wool, and man-made fibres and knitshirts.

I have the honour to confirm on behalf of the Government of Mauritius that the agreement conforms with its understanding and that your letter under reference together with my reply thereto constitute an agreement between our two Governments.

Please accept, Sir, the assurances of my highest consideration.

(Raymond CHASLE)
Ambassador

Mr. D. LAMB
Deputy Chief of Mission
of the United States of America
to the European Communities

BRUSSELS

SOMALIA

Economic and Technical Cooperation

Agreement effected by exchange of notes
Signed at Mogadishu June 14 and October 12 and 13, 1981;
Entered into force October 13, 1981.

The American Ambassador to the Somalian Minister of Foreign Affairs

MOGADISHU, *June 14, 1981*

EXCELLENCY:

I have the honor to refer to note verbale dated January 14, 1978, which transmitted your Government's agreement for reestablishment of a United States economic assistance program in Somalia. It was further agreed in subsequent discussions with your Government that it was desirable to supplement the note verbale with a formal bilateral agreement on economic and technical cooperation between our two Governments. The proposed text of such agreement follows below.

The Government of the United States of America and the Government of the Somali Democratic Republic have agreed as follows:

1. The Government of the United States will furnish such economic, technical and related assistance hereunder as may be requested or approved by the Government of the Somali Democratic Republic and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested or approved by other representatives designated by the Government of the United States of America and the Government of the Somali Democratic Republic. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available in accordance with arrangements agreed upon between the above-mentioned representatives.

2. The Government of the Somali Democratic Republic will make as full a contribution as may be reasonably permitted by its manpower, resources, facilities, and general economic conditions in furtherance of the purposes for which assistance is made available hereunder; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States of America

to assure that procurement will be at reasonable prices and on reasonable terms; will, without unreasonable restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records pertaining thereto; will use its best efforts to provide the Government of the United States of America with full and complete information as may be reasonably requested concerning such programs and operations and other relevant information which the Government of the United States of America may need to determine the nature of assistance programs and scope of operations and to evaluate the effectiveness of the assistance furnished or contemplated; will permit United States economic and technical assistance personnel to travel freely within the country to carry out their responsibilities under this Agreement; and will make appropriate arrangements to inform the people of Somalia concerning programs and operations hereunder. With respect to cooperative technical assistance programs hereunder, the Government of Somalia will within its means bear a fair share of the costs thereof; will, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in Somalia; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

3. The Government of the United States of America and the Government of the Somali Democratic Republic agree that a special mission will be received by the Government of the Somali Democratic Republic to carry out and discharge the responsibilities of the Government of the United States of America under this Agreement. The Government of the United States of America and the Government of the Somali Democratic Republic further agree that the special mission will enjoy the same inviolability of premises as is extended to the diplomatic mission of the United States of America and that the Government of the Somali Democratic Republic shall accord all United States Government employees associated with the special mission (and members of their families forming part of their households), except citizens and permanent residents of the Somali Democratic Republic, full and complete immunity from civil and criminal jurisdiction. The Government of the United States of America will conduct operations hereunder in accordance with the laws of the United States and will endeavor to assure maximum possible compliance with the laws of the Somali Democratic Republic. The Government of the United States of America will also endeavor to assure that the personnel who are covered by this Agreement abstain from involvement in political affairs in Somalia, or in activities inconsistent with this Agreement, it being understood that this provision shall not in any way restrict the normal economic and technical assistance activities of such personnel under this Agreement. The Government of the United States of America will be prepared to discuss such disputes as may arise and, where

appropriate, to waive, with respect to any specific act or individual covered by this Agreement, any privilege or immunity granted herein. The Government of the United States of America will remove as promptly as feasible, either on its own initiative or on the request of the Government of the Somali Democratic Republic, any United States Government employee covered by this Agreement who may abuse the privileges or immunities granted herein.

4. In order to assure the maximum benefits to the people of Somalia from the assistance to be furnished hereunder, the following conditions, except as otherwise provided under a specific agreement, shall apply:

a. Any supplies, materials, equipment, property or funds introduced into or acquired in Somalia by the Government of the United States of America or any contractor financed by that Government for purposes of any program or project conducted hereunder shall, while such supplies, materials, equipment, property or funds are used in connection with such a program or project, be exempt from any and all taxes on ownership or use of property and any and all other taxes, investment or deposit requirements, and currency controls in Somalia. The import, export, acquisition, use or disposition of any such supplies, materials, equipment, property or funds in connection with a program or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property and any other taxes, or similar charges in Somalia; provided, however, that such supplies, materials, equipment, property or funds, to the extent that they are not incorporated into any such program or project, shall, upon completion of the program or project, be reexported, or may be sold within Somalia upon payment of customs duties in accordance with the laws of Somalia.

b. All personnel (and members of their families forming part of their households), except citizens and permanent residents of the Somali Democratic Republic, whether employees of the Government of the United States of America or any Agency thereof, or individuals under contract with or financed by the Government of the United States of America or any Agency thereof, who are present in the Somali Democratic Republic to perform work in connection with this Agreement, shall be exempt from income and social security taxes or any tax of a similar nature levied under the laws of the Somali Democratic Republic with respect to income upon which they are obligated to pay income or social security taxes or any tax of a similar nature to any other government and from taxes on the purchase, ownership, use or disposition of personal moveable property (including automobiles) intended for their own use. Such personnel (and members of their families forming part of their households) who are employees of the Government of the United States of America shall be exempt from customs, import and export duties on all personal effects, equipment and supplies imported into the Somali Democratic

Republic for their own use, and shall be exempt, in accordance with the laws and regulations of the Somali Democratic Republic, from all other duties and fees of whatsoever nature. Such United States Government employees will be permitted to purchase articles duty-free from diplomatic duty-free facilities, order articles for their personal use from diplomatic duty-free facilities, and shall be exempt from all taxes and duties on fuels and lubricants for official or personal use. All other such personnel shall, in accordance with the laws and regulations of the Somali Democratic Republic, be exempt from customs, import and export duties on all personal effects, equipment and supplies imported into the Somali Democratic Republic for their own use at the time of first installation.

c. Funds introduced into Somalia for purposes of furnishing assistance hereunder shall be convertible into currency of Somalia at the rate providing the largest number of units of such currency per United States dollar which, at the time the conversion is made, is not unlawful in Somalia.

5. The Government of the Somali Democratic Republic shall indemnify and hold harmless all personnel (and members of their families forming part of their households),[1] except United States Government employees associated with the special mission who shall be accorded the immunities provided under Article 3 or citizens or permanent residents of the Somali Democratic Republic, engaged in the furnishing of assistance under programs and operations hereunder from any and all liability, both civil and criminal, resulting from or connected with any act or omission occurring in the course of conducting programs and operations under this Agreement; provided, however, that in the case of willful misconduct or any serious violation of the criminal laws of Somalia. The Government of the Somali Democratic Republic may request the Government of the United States of America to waive the immunity from liability accorded hereunder.

6. The Government of the United States of America and the Government of the Somali Democratic Republic will establish procedures whereby the Government of the Somali Democratic Republic will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken hereunder by the Government of the United States of America that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of the Somali Democratic Republic is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program of assistance hereunder.

7. All or any part of any program of assistance provided hereunder may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph 1 hereof, be terminated by either Govern-

[1] See pp. 3979–3980.

ment if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered. Notwithstanding that all or part of any program of assistance has been terminated by notice given by the Government of the United States of America, if, prior to such notice of termination the Government of the Somali Democratic Republic has entered into an irrevocable agreement whereunder it has incurred further liabilities to pay for goods or services and such payment was to be made out of monies provided under such programs, then the Government of the United States of America shall continue the availability of sufficient funds to enable the Government of the Somali Democratic Republic to meet such liability provided that such liability does not exceed the amount previously agreed in respect to the procurement of such goods or services.

8. This Agreement shall remain in force until thirty days after the receipt by either Government of written notification of the intention of the other to terminate it. Notwithstanding any such termination, however, the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

I have the honor to propose that, if these understandings are acceptable to the Government of the Somali Democratic Republic, the present note and your Excellency's reply note concurring therein shall constitute an Agreement between our two Governments which shall be deemed to have entered into force on the date of your excellency's reply.

DONALD K. PETTERSON

His Excellency
ABDURAHMAN JAMA BARRE,
Minister of Foreign Affairs,
Mogadishu

The Somalian Vice Minister for Foreign Affairs to the American Ambassador

SOMALI DEMOCRATIC REPUBLIC
MINISTRY OF FOREIGN AFFAIRS

EXCELLENCY,

I have the honour to acknowledge receipt of your Excellency's Note of 14 June 1981 which reads as follows:

[For text, see pp. 3975–3980.]

I have the honour to propose that an amendment be made to the foregoing which entails the deletion of the bracketed words in Article 5, (and members of their families forming part of their

households). If this proposal is acceptable to the Government of the United States of America, I have further the honour to propose that this Note together with Your Excellency's reply to that effect, shall constitute an Agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply.

Accept, Excellency, renewed assurances of my highest consideration.

MOGADISHU, *12 Ott. 1981*

MOHAMOUD SAID MOHAMOUD

(Dr. Mohamoud Said Mohamoud)
Vice Minister
For Foreign Affairs

His Excellency
DONALD K. PETTERSON,
Ambassador of the United States of America
Mogadishu, Somali Democratic Republic

The American Ambassador to the Somalian Acting Minister of Foreign Affairs

No. 306 MOGADISHU, *October 13, 1981.*

EXCELLENCY:

I have the honor to acknowledge receipt of your note dated October 11, 1981,[1] and concur in the deletion of the following phrase which appears on lines two and three of paragraph five of my note of June 14, 1981,

"(and members of their families forming part of their households)"

from the text of the Agreement on Economic and Technical Cooperation between the Government of the United States of America and the Government of the Somali Democratic Republic.

I agree, Excellency, that this reply, the text of my note of June 14, 1981, and your October 11, 1981, reply to that note constitute an agreement between our two governments.

Accept, Excellency, the renewed assurances of my highest consideration.

DONALD K. PETTERSON

His Excellency
MOHAMUD SAID MOHAMED,
Acting Minister of Foreign Affairs,
Mogadishu.

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[1] Should read "October 12, 1981".

EGYPT

Economic Assistance: Irrigation Management Systems

Agreement signed at Cairo September 22, 1981;
Entered into force September 22, 1981.

A.I.D. Project Number 263-0132

PROJECT
GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND THE
UNITED STATES OF AMERICA
FOR THE
IRRIGATION MANAGEMENT SYSTEMS

Dated: September 22, 1981

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Annex 1 PROJECT DESCRIPTION

[1] Not printed herein. For text, see TIAS 9458; 30 UST 4265. [Footnote added by the Department of State.]

A.I.D. Project No. 263-0132

PROJECT GRANT AGREEMENT DATED SEP 22, 1981 BETWEEN THE ARAB REPUBLIC OF EGYPT ("GRANTEE") AND THE UNITED STATES OF AMERICA, ACTING THROUGH THE AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

ARTICLE 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, consists of technical and capital assistance for the improvement of the medium and small structures of the Nile River Irrigation System in the old lands of Egypt and for the development of the institutional capacity of the Ministry of Irrigation to plan for and develop improved systems of water control and management. The Project includes the financing of technical advisory services, commodities, training, evaluation and other costs. In addition, it will finance the construction of replacement structures in the irrigation system which are over age and beyond their span of useful life.

Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2., without formal amendment of this Agreement.

SECTION 2.2. Incremental Nature of Project.

(a) A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.

(b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by A.I.D. under an individual increment of assistance.

ARTICLE 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assist-

ance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this Agreement an amount not to exceed Thirty-Eight Million United States ("U.S.") Dollars ($38,000,000) ("Grant").

The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project, except that, unless the parties otherwise agree in writing, Local Currency Costs financed under the Grant will not exceed the Egyptian Pounds equivalent to Twenty Million One Hundred Thirty-Four Thousand U.S. Dollars ($20,134,000).

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project over its lifetime will be not less than One Hundred Sixty-Two Million Four Hundred Thousand Egyptian Pounds (L.E. 162,400,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is July 31, 1986, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D., or any bank described in Section 7.1, no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

ARTICLE 4: Conditions Precedent to Disbursement.

SECTION 4.1. First Disbursement. Prior to any disbursement or to the issuance of any commitment documents under this Agreement,

[1] 75 Stat. 424; 22 U.S.C. § 2151. [Footnote added by the Department of State.]

except with respect to goods and services to be procured directly by A.I.D., the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A statement of the names of the persons authorized pursuant to Section 8.2 to act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement; and

(b) Such other information and documentation as A.I.D. may reasonably request.

SECTION 4.2. Additional Disbursements. Prior to any disbursement, or the issuance of any commitment documents under this Agreement for the purpose of reimbursing structure replacement (SR), the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) Assurance that all structure replacement initiated in Directorates for which A.I.D. funding will be sought, will be adequately funded in advance by the Grantee;

(b) Evidence of criteria indicating that Project funding will meet the highest priority needs for improved water control consistent with reasonable costs; and

(c) Assurance that the Grantee will use standard Government of Egypt procurement procedures and Government of Egypt standard building designs and specifications for the procurement and construction of all replacement structures.

SECTION 4.3. Notification. When A.I.D. has determined that the conditions precedent specified in Sections 4.1 and 4.2 have been met, it will promptly notify the Grantee.

SECTION 4.4. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within sixty (60) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

If all of the conditions specified in Section 4.2 have not been met within one hundred twenty (120) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Grant, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Grantee.

ARTICLE 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and,

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Structural Requirements. The Grantee agrees to survey annually structural requirements in accordance with criteria agreed upon by A.I.D. to ensure that work is undertaken to meet the highest priority needs for improved water control consistent with reasonable cost.

SECTION 5.3. Staffing Patterns and Recruitment Efforts. The Grantee agrees to analyze annually staffing patterns and recruitment efforts to ensure availability and deployment of personnel to the highest priority needs within the Ministry of Irrigation.

SECTION 5.4. Manpower and Training Program. The Grantee agrees to expeditiously institute a manpower and training program, with an appointed Director who will, as part of his duties, select and present for review by the Ministry of Irrigation (MOI) Coordinating Committee not later than December 1, 1981, a list of individuals needed to conduct short training courses. The Grantee further agrees to make such selected individuals available for necessary training, including overseas training, for Project purposes.

SECTION 5.5. Incentive Payments. The Grantee agrees that it shall establish special fund, using funds other than those provided by A.I.D., to pay incentives to Grantee employees on the Project staff based on performance. The Grantee shall specify the levels of incentives to be paid to each class of employees and shall assure that sufficient funds will be made available to pay all employees eligible for such payment at the specified rates.

SECTION 5.6. Budget Requests. The Grantee agrees in its annual budget requests to include sufficient funds to adopt and apply the upgraded planning and execution system for operations and maintenance.

SECTION 5.7. Deferred Structural Replacement. The Grantee agrees to take the necessary reasonable steps in accordance with budget processes to assure that deferred structural replacement of non-major structures will be substantially eliminated by 1990.

SECTION 5.8. Structural Replacement. The Grantee agrees that, prior to the first disbursement by A.I.D. during each Egyptian Fiscal Year, the Grantee and A.I.D. will agree on the maximum amount of A.I.D. reimbursement for structure replacement for that Fiscal Year.

ARTICLE 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided by the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2. will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in The Arab Republic of Egypt ("Local Currency Costs").

ARTICLE 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., commiting A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting docu-

mentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 7.3. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.4. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into The Arab Republic of Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

ARTICLE 8: Miscellaneous

SECTION 8.1. Communications. Any notice, requests, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

TO THE GRANTEE:

Minister of Economy
8 Adly Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

TO THE IMPLEMENTING ORGANIZATIONS:

Ministry of Irrigation
Kasr El Eini Street
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding

or acting in the office of the Minister of State for Economy, the Senior Undersecretary of State for Economic Cooperation with U.S.A., and/or Minister of Irrigation, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

By: A. MEGUID

Name: Dr. Abdel Razzak Abdel Meguid

Title: *Deputy Prime Minister for Economic and Financial Affairs and Minister of Planning, Finance and Economy*

UNITED STATES OF AMERICA

By: ALFRED L. ATHERTON JR.

Name: Alfred L. Atherton, Jr.

Title: *American Ambassador*

Implementing Organizations

In acknowledgement of the foregoing Agreement, representatives of the Implementing Organizations have subscribed their names:

MINISTRY OF ECONOMY

By: S. NOUR EL DIN

Name: Dr. Soliman Nour El Din

Title: *Minister of State*

MINISTRY OF IRRIGATION

By: M. A. SAMAHA

Name: Mohamed Abdel Hadi Samaha

Title: *Minister of Irrigation and Sudan Affairs*

[1] See footnote 1, p. 3983. [Footnote adeed by the Department of State.]

ANNEX I

Project Description

Over a five-year period this Project will support the Ministry of Irrigation (MOI) in operating, maintaining, rehabilitating, and planning for the irrigation network of Egypt. Through capital support and technical assistance, the capabilities of the MOI in the above areas will be strengthened while the physical condition of the irrigation system is to the extent that efficient control of water is possible. The fundamental goals of the improvement of planning for operations and maintenance, the conduct of a system redesign (or improvement) effort, the strengthening of MOI staff capacity, the replacement of depreciated structures and the development of a project preparation unit are to increase agricultural output and provide ample Nile water for multiple uses.

The Project will be implemented by several components administered by existing units of the MOI. The units to be involved are the Irrigation Department, Planning Department and Water Research Center. Because the various activities are interrelated, the Ministry will create a formal coordinating committee for the Project. Operational responsibility will be in the respective units but the committee will provide a means of developing coordinated policies for project implementation.

Project Components.

A. The specific components of the Project are:

1. A grant program to reimburse the MOI for structure replacement (SR). The program will start slowly and be limited during the first two (2) years to five irrigation directorates in the Delta with an expected expansion by project amendment, dependent upon a successful program the first 2 years, to cover the entire country for the last 3 years. The Grantee will improve quality control for the structures and take steps to eliminate the SR backlog by the end of the decade. Upon completion of the Project, the MOI will be in a position to manage and control irrigation water with greater efficiency and effectiveness.

2. Contract technical assistance for:

a. A consulting service to supplement the capacity of the MOI to review problems, analyze proposals and recommend solutions to senior managers of the Ministry.

b. Planning and design assistance in connection with the SR program outlined above.

c. Assistance in planning an improved budgeting, programming and execution process for operation and maintenance (O & M) in the Gharbia Directorate of Central Delta. The upgraded process

will serve as a model for implementation, as feasible, throughout the system.

d. Support and technical advisory services to launch and bring to full operational effectiveness a Project Preparation Unit in the MOI capable of preparing analytical studies and feasibility reports to a standard meeting the needs of review by international agencies; this effort will be strengthened by a two year extension of two economists in the Water Master Plan.

e. Conduct of a feasibility study concerning requirements for redesign of the irrigation system and provision of supporting services for agricultural growth in one District (North Zifta). A proposed redesign will be developed in a manner and at a cost for initial investment and future maintenance so that generalization to the whole of Egypt in due time on an economic basis would be possible.

f. Development and implementation of a training program for managers, engineers and technicians to strengthen the manpower pool and the manpower development system of the MOI as an essential part of meeting its goals and program requirements.

3. Procurement of maintenance equipment needed for implementation of an improved program of O & M for the Gharbia Directorate (see c. above), of office and miscellaneous commodities necessary for the establishment of the Project Preparation Unit (see d. above) and of various commodities and materials needed for the implementation of the other components.

4. Limited operational support for within country training programs and funding for overseas training to raise the skills of MOI manpower and to develop an MOI capability to operate a manpower development system.

Under the project it would be expected that an accelerated level of structural replacement (SR) will significantly reduce SR backlog, a system to plan for operation maintenance and SR will be prepared for implementation in one or more directorates, a feasibility study for redesigning and/or improving an irrigation district will be completed, more MOI personnel will be involved in planning, a new project preparation unit will be in place, project feasibility reports meeting the standards of international financing agencies will be prepared and the quantity and quality of MOI personnel will be improved.

Implementation

A. Structure Replacement (SR)

Implementation of this program will be based on an annual program agreement (APA) between AID and MOI for SR to be executed prior to the beginning of each Egyptian Fiscal Year (EFY) with the exception of EFY 81/82. For that year the agreement will be

executed as soon as the conditions precedent required under the Agreement are met. Each APA will set a projected total for Ministry of Irrigation (MOI) disbursements for the year and maximum amount of funds that AID will disburse. The MOI will be reimbursed 80 percent of their expenditures until the agreed upon annual expenditure is reached. Reimbursement will be made each quarter based upon MOI reported disbursements.

The commitment of AID funds will be undertaken on the understanding that it is the intent of the Government of the A.R.E. to increase steadily the MOI budget for structure replacement (SR) year by year so that by EFY 83/4 the unreimbursed portion of the MOI budget will sustain the system once the backlog has been eliminated. That estimated amount is based on all structure replacement and major rehabilitation being carried out in full compliance with existing MOI design standards and specifications.

Annual program agreements in the form of a memorandum of understanding will set forth the budget of the MOI for the upcoming year and specify the levels of total MOI and AID funding for eligible structures in each Directorate.

Quarterly reports of expenditures shall be provided reflecting the annual program agreements and showing disbursements by Directorates and category of structure for the quarter in question and for the year to date.

The reports shall be consolidated and forward to AID by the Undersecretary for Planning with a request for reimbursement in accordance with the applicable Annual Program Agreement drawn up to implement these arrangements.

To provide senior responsible managers of the MOI and to AID assurance that a satisfactory level of quality control is being exercised to meet MOI specifications, a field review of SR performance will be carried out annually. The review will include one short term advisor under the Project, a senior MOI engineer from outside the Irrigation Sector and, if determined appropriate by the MOI, the SR Advisor from the Project contractor staff. An impartial report will be submitted to the Coordinating Committee with a copy to AID.

In contracting for the Structural Replacement Program, the MOI will follow standard GOE procurement and regulations. These include competitive procurement of construction services.

In accordance with standard MOI practice, the construction work will be inspected by the District Engineer and his assistants under the supervision of the Director of Works and the Inspector. Upon completion of work by a contractor a final inspection will be carried out by the Director of Works who will make the decision on final acceptance and payment for a construction project. A final inspection will be conducted by the Director of Works before the final payment is released.

B. Contract Services, Commodities, Participant Training and Other Services:

1. Contract Services:

Technical assistance will be provided through one or two AID-financed host country contracts with U.S. firms selected through the competitive selection procedures set forth in AID Handbook 11, Chapter 1.

2. Commodities:

Project commodities, other than those included in TA contracts, will be procured by the Ministry of Irrigation utilizing AID-financed procurement procedures established in Handbook 11 Chapter 3.

Approximately 50% of these commodities will be procured as soon as possible after funds are obligated because they are essential either to the effective operation of the TA personnel or to the enhancement of MOI operations or both. The second priority will be given to the procurement of half of the authorized books, catalogues and periodicals and all of the drafting equipment and supplies and communications facilities for the five Directorates in the Delta.

In order to accomplish the above actions the services of a procurement specialist will be funded from the short term consultant allocation under the SR component of the project.

The remaining commodities will require selection by the various specialists of needed types of equipment. Further orders for the commodities and professional services and many items of training equipment can follow as work progresses.

All AID-financed project commodities acquired directly by the MOI will be procured by the ARE/MOI under regulations prescribed in Handbook II Chapter 3, as supplemented from time to time by Project Implementation Letters. Contractors will assist and advise on procurement specifications, preparation of invitations for bid and bid evaluations.

3. Participant Training:

Short courses and academic training outside Egypt will be handled using regular AID participant training procedures. In country training will be arranged by the MOI and the appropriate contractor.

For Local Training funds will be advanced in amounts not exceeding 25 percent of the budget for the year submitted annually by the MOI as a component of the annual APA. Advances will be replenished upon the submission of quarterly certified reports by the Director of Training to USAID/Cairo. The reports will be presented in the form and manner established by USAID/CAIRO for funding local currency costs. Senior level management training will be administered by the main TA contractor and funding handled accordingly. Funds pro-

vided under the Project for Miscellaneous Services will be disbursed directly by USAID/Cairo as needed using mechanisms established within the Mission for US dollar and local currency financing.

C. GOE Responsibilities:

The GOE/MOI will have overall responsibility for implementing the various project elements. In addition to those implementation actions identified above the MOI will also be responsible for: (a) the detailed planning of each component and the necessary actions to implement the component such as local contracting for SR; (2) providing necessary staff and budget for each project component; (c) reporting to A.I.D. on the implementation of the SR and other programs; (d) identifying personnel for in-country and external training; (e) maintaining necessary financial records; and (f) maintaining and evaluating activities.

The various activities of the project will be administered within existing units of the MOI organization. The Irrigation Department will supervise and manage the structural replacement, and Gharbia O & M components; the Planning Department will be responsible for the North Zifta and Project Preparation Unit component; and Training and the Water Master Plan Group will be under the jurisdiction of the Water Research Center. Recognizing the interrelationship of the various activities the Ministry will create a formal coordinating committee for the Project. Operational responsibility will be in the respective units, but the Committee will provide a means of developing coordinated policies which it will recommend to the Minister. Use of the consultant services component will be under the general direction of this Committee.

D. Technical Services Contractor(s) Responsibilities:

Technical assistance staff will provide necessary technical advice in planning and implementing activities, in preparing work plans and reports, in identifying and planning trainees and in evaluating activities. The technical services contractor or contractors, including any subcontractors, will procure commodities to support technical assistance utilizing AID financed procurement procedures established in Handbook 11, Chapter 3, as supplemented from time to time by Project Implementation Letters.

E. Specific AID Responsibilities:

The USAID/Egypt Assistant Director for Agricultural Resources or his designee, will have general AID management responsibilities. Day-to-day monitoring will be performed by the appointed A.I.D. Project Officer. This will include regular visits to work sites and specific spot checks on structures being replaced under the SR program. Management and monitoring will be facilitated by Project

implementation plans to be prepared by the MOI and the technical services contractor. In addition to general guidance on Project implementation provided by the Project officer, he/she will also be responsible for direct involvement with the training activities outside Egypt which are to be handled using normal AID-participant training procedures as shall be set forth in Project Implementation Letters.

F. Logistics:

Office space for the work force members working on the Project will be provided by the Ministry of Irrigation. Essential office and professional equipment and Project vehicles which are not otherwise available will be procured for the use of Project staff. Project vehicles will be assigned to the various operating organizations for use of both contractor and G.O.E. staff.

Financial Plan.

An Illustrative Project Financial Plan is set forth in attachment 1 to this Annex I.

ATTACHMENT I.—IRRIGATION MANAGEMENT A.I.D. PROJECT NO. 263-0137

Irrigation Management Systems Illustrative Project Financial Plan

Inputs	Fiscal years					
	1982	1983	1984	1985	1986	Present total
AID ($000)						
Capital Costs [1]						
Structure Replacement	4,000	12,500	(10,442)	(12,584)	(12,584)	[2] 16,500
Inflation	300	2,600	(4,288)	(6,678)	(8,508)	2,900
Total Capital	4,300	15,100	(14,730)	(19,262)	(21,092)	19,400
Other Costs						
Contract Services	1,103	2,435	2,240	1,655	1,427	[3] 8,860
Commodities	1,210	600	1,000	100	85	[4] 2,995
Participant Training	300	300	300	100	90	1,090
Miscellaneous Services	30	40	40	30	30	170
Subtotal Other	2,643	3,375	3,580	1,885	1,632	13,115
Contingencies	3,045	415	480	300	270	1,770
Inflation	280	700	1,125	800	810	3,715
Total Other	3,228	4,490	5,185	2,985	2,712	18,600
Total AID	7,528	19,590	5,185	2,985	2,712	38,000

[1] The present budget includes two years funding of capital costs. Amounts within parentheses are to be provided by A.I.D. in accordance with Article 2.2 of the Grant Agreement.

[2] This represents the total funding, excluding inflation, that AID will provide for the initial phase of the SR program. No separate contingency figure is included; however, the total is judged adequate to cover the costs of the initial program including the additional cost due to improvement in construction quality.

[3] Includes $916,000 in commodities to be produced by the contractor(s).

[4] Includes all commodities to be procured outside the contract(s).

ATTACHMENT I.—IRRIGATION MANAGEMENT A.I.D. PROJECT NO. 263–0137

Irrigation Management Systems Illustrative Project Financial Plan

Inputs	Fiscal years					
	1982	1983	1984	1985	1986	Present total
GOE (L.E. 000)						
Capital Costs						
Structure Replacement	9, 239	10, 660	14, 214	17, 075	19, 900	
Inflation	693	2, 400	5, 330	9, 040	13, 407	
Total Capital	9,932	13, 060	19, 544	26, 097	33, 307	[1] 101, 940
Other Costs						
Salaries & Allowances	2, 281	2, 632	3, 510	4, 212	4, 913	
Operating Costs	3, 203	3, 696	4, 928	5, 914	6, 899	
Subtotal Other	5, 484	6, 328	8, 438	10, 126	11, 812	
Inflation	411	1, 410	3, 143	5, 331	7, 974	
Total Capital	5, 895	7, 738	11, 581	15, 457	19, 789	60, 460
Total GOE	15, 827	20, 709	31, 125	41, 554	53, 096	162, 400
Project Total						

[1] This represents the total amount the Grantee shall budget for structural replacement provided that further increments of A.I.D. funding are made available for this purpose in accordance with Section 2.2 of the Agreement.

EGYPT

Economic Assistance: Water Supply

Agreement signed at Cairo September 22, 1981;
Entered into force September 22, 1981.

A.I.D. Project Number 263-0038

PROJECT
GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND THE
UNITED STATES OF AMERICA
FOR
CAIRO WATER SUPPLY

Dated: September 22, 1981

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[1] Not printed herein. For text, see TIAS 9458; 30 UST 4265.

A.I.D. Project No. 263-0038

PROJECT GRANT AGREEMENT DATED SEP 22, 1981 BETWEEN THE ARAB REPUBLIC OF EGYPT ("GRANTEE") AND THE UNITED STATES OF AMERICA, ACTING THROUGH THE AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

ARTICLE 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will consist of assistance to the Government of the Arab Republic of Egypt for: (1) rehabilitation and expansion of the Rod El Farag Water Treatment Plant in Cairo; (2) construction of a water transmission main; (3) training of personnel of the General Organization for Greater Cairo Water Supply ("GOGCWS"); and (4) engineering design for metered house connections.

Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2., without formal amendment of this Agreement.

ARTICLE 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this Agreement not to exceed Thirty-one Million United States ("U.S.") Dollars ($31,000,000) ("Grant").

The Grant may be used only to finance foreign exchange costs, as defined in Section 6.1, of goods and services required for the Project.

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

[1] 75 Stat. 424; 22 U.S.C. § 2151.

(b) The resources provided by Grantee for the Project will be not less than the Egyptian Pound equivalent of Fifty-five Million Twenty-six Thousand U.S. Dollars ($55,026,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is September 30, 1985, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

ARTICLE 4: Conditions Precedent to Disbursement.

SECTION 4.1. First Disbursement. Prior to any disbursement or to the issuance of any commitment documents under this Agreement, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A statement of the names and titles of the persons authorized pursuant to Section 8.2 to act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement;

(b) An executed contract, acceptable to A.I.D., which includes the services of a U.S. consulting engineering firm for Project construction advisory services.

(c) Such other information and documentation as A.I.D. may reasonably request.

SECTION 4.2. Notification. When A.I.D. has determined that the conditions precedent specified in Section 4.1 have been met, it will promptly notify the Grantee.

SECTION 4.3. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within 120 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

ARTICLE 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Monetary Support. The Grantee agrees that it will make available on a timely basis all Egyptian currency and all foreign currency in addition to the Grant, for the punctual and effective carrying out of construction, maintenance, repair and operation of the Project.

SECTION 5.3. Discussions. The Grantee agrees that it will review and discuss with A.I.D. the recommendations of the management and tariff consultant as they relate to the GOGCWS and to implement the recommendations as agreed in such discussions.

SECTION 5.4. Re-Loan and Re-Grant. The Grantee agrees that the proceeds made available hereunder will be made available to the General Organization for Greater Cairo Water Supply through:

(a) A re-grant in the amount of Fourteen Million U.S. Dollars ($14,000,000) to be made as a contribution to equity capital; and

(b) A re-loan in the amount of Seventeen Million U.S. Dollars ($17,000,000) on terms and conditions satisfactory to A.I.D.

Following the Grantee's satisfaction of the covenants set forth below in Section 5.5., A.I.D. shall agree with the Grantee to permit the Government of Egypt to forgive all repayment obligation of GOGCWS arising out of the reloan agreements by this Agreement.

SECTION 5.5. Program Development. The Grantee agrees to develop a program to control leakage and wastage, to improve water metering and to enhance financial viability in the Greater Cairo water system. Once this program has been developed, the Grantee and the GOGCWS agree to implement the program as rapidly as practicable. A complete

program shall be submitted no later than June 30, 1982. This program will be developed by the GOGCWS using consultants to be financed from these grant funds together with other GOE inputs. Details of the time schedules for each element of this program are detailed in Annex 1 to the Grant Agreement and will be amplified in Implementation Letters. This program will include, but is not limited to:

(a) A training program for management, administration, leakage detection teams, wastage survey units and related aspects of the covenant;

(b) A detailed plan to upgrade the water transmission lines in the area to be serviced by the new Rod El Farag Water Treatment Plant to permit these lines to accept the 60 meters discharge head as designed for the new finished water pumping station;

(c) A detailed plan to reduce water wastage. Such plan should take into consideration the recommendations of the BVI/ATK study and ES-P's Cairo Water Master Plan as well as any new studies performed;

(d) A financial plan acceptable to A.I.D. that will be based preferably on user charges for water, which will permit the GOGCWS to generate, over a projected time frame, adequate revenues to cover, at a minimum, operation and maintenance expenses and debt service and/or real depreciation allowances, whichever is greater. This financial program should be commenced not later than October 1982; and

(e) A detailed plan to improve the meter installation, meter repair, meter reading, bill collection of the GOGCWS. Such plan should take into consideration the recommendations of the BVI/ATK study as well as any new studies performed under this project. Implementation should be started by January 1983.

SECTION 5.6. Decennial Liability. The Grantee agrees that contractors, architects, consultants, and subcontractors, regardless of nationality, working on this Project shall be exempted from the application of Articles 651 through 654 of the Egyptian Civil Code and from the application of Law 106 of 1976. This exemption does not relieve such contractors, architects, consultants or subcontractors of their respective contractual obligations which relate to their duty to exercise sound judgment, in accordance with the standards of their respective professions, to ensure the safety and fitness of the works for the purposes for which they are designed and erected.

ARTICLE 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may

otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

ARTICLE 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.3. Rate of Exchange. If funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

ARTICLE 8.1.: Miscellaneous

SECTION 8.1. Communications. Any notice, requests, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be

deemed duly given or sent when delivered to such party at the following addresses:

To THE GRANTEE:

Minister of Economy
8 Adly Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

To THE IMPLEMENTING ORGANIZATIONS:

General Organization for Greater Cairo Water Supply
42, Ramses Street
Cairo, Egypt

Governorate of Cairo
Abdin
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individuals, holding or acting in the office of Minister of Economy, Minister of State for Economy, Senior Undersecretary of State for Economic Cooperation with U.S.A.. and/or Chairman of GOGCWS, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

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[1] See footnote 1, p. 4000.

ARAB REPUBLIC OF EGYPT

By: A. MEGUID

Name: Dr. Abdel Razzak Abdel Meguid

Title: *Deputy Prime Minister for Economic and Financial Affairs and Minister of Planning, Finance and Economy*

UNITED STATES OF AMERICA

By: ALFRED L. ATHERTON Jr

Name: Alfred L. Atherton, Jr.

Title: *American Ambassador*

Implementing Organizations

In acknowledgement of the foregoing Agreement, representatives of the Implementing Organizations have subscribed their names:

MINISTRY OF ECONOMY

By: S. NOUR EL DIN

Name: Dr. Soliman Nour El Din

Title: *Minister of State*

GOVERNORATE OF CAIRO

By: S. MAAMOUN

Name: Mr. Saad Maamoun

Title: *Governor*

GENERAL ORGANIZATION FOR GREATER CAIRO WATER SUPPLY

By: ----------

Name: Mr. Hussein Talaat Eid

Title: *Chairman*

ANNEX I

Project Description

The Project provides for the rehabilitation and expansion of the south portion of the Rod El Farag Treatment Plant to include construction of a new raw water intake and pump station, new chemical feeding and handling facilities, new solids contact clarification units, new filtration units, new chlorination facility, new backwash pump station, new finished water storage facility, new finished water pumping units, new meter vaults, a new administration building, and approximately six kilometers of water transmission main. The Project will also provide training for personnel of the General Organization for Greater Cairo Water Supply ("GOGCWS") and will fund the costs of engineering design and construction advisory services for the Rod El Farag Treatment Plant and the engineering design services for metered house connections.

Project Implementation

Project construction is expected to be completed in approximately three and one-half years. The new Rod El Farag Plant will provide approximately 650,000 cubic meters of treated water per day. It is anticipated that the new treatment plant will be constructed by a U.S. construction firm which will be responsible for furnishing and installing all plant equipment including certain U.S. manufactured equipment for the administration building. The new administration building and the water transmission mains are expected to be constructed by Egyptian construction contractors. These construction services will be financed by the GOGCWS. The pipe for the water transmission mains will be purchased in the United States and will be provided by the GOGCWS to the Egyptian contractors for installation.

The estimated costs of the Project, including the sources and proposed uses of funds, are shown in the following table. The budget includes funding provided under this Agreement and under Project Loan Agreement 263–K–042 (the "Loan").

PROJECT BUDGET

[In US Dollars or Equivalent (000's omitted)]

Rod El Farag

Item	AID FX	Grantee [1] LC
Transmission Mains	4, 602. 0	980. 0
Administration Building	576. 0	611. 5
Pumping and Treatment Facilities	49, 065. 1	49, 593. 4
Engineering Services	5, 256. 9	3, 100. 0
Training	200. 0	12. 0
Metered House Connections [2]	1, 300. 0	728. 6
Project Total	[3] 61, 000. 00	55, 025. 5

[1] Grantee contribution is shown as the dollar equivalent of Egyptian pounds ($1.00=LE 0.70).

[2] Funds for this discontinued Project element were provided under the Loan.

[3] Total A.I.D. grant and loan. In general, funds made available under the Loan ($30,000,000) will be expended before Grant funds are made available hereunder, except that $11,000,000 of the Grant may be used to finance the costs of ocean freight on U.S. flag vessels and $3,000,000 of the Grant may be used to finance the costs of engineering and management consultant services of a U.S. firm or firms, without regard to whether all Loan funds have been expended. [Footnotes in the original.]

EGYPT

Economic Assistance: Control of Diarrheal Diseases

Agreement signed at Cairo September 27, 1981;
Entered into force September 27, 1981.

A.I.D. Project Number 263-0137

PROJECT

GRANT AGREEMENT

BETWEEN

THE ARAB REPUBLIC OF EGYPT

AND THE

UNITED STATES OF AMERICA

FOR THE

CONTROL OF DIARRHEAL DISEASES

Dated: September 27, 1981

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Annex 1

PROJECT DESCRIPTION

[1] Not printed herein. For text, see TIAS 9458; 30 UST 4265.

A.I.D. Project No. 263-0137

Project Grant Agreement

Dated: September 27, 1981

Between

The Arab Republic of Egypt ("Grantee")

And

The United States of America, acting through the Agency for International Development ("A.I.D.").

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will assist the Grantee to initiate a nationwide diarrheal diseases rehydration campaign to:

(1) Train practitioners in proper therapy for diarrhea with major stress on oral rehydration;

(2) Improve mothers' knowledge, attitudes and practices in caring for children with diarrhea; and

(3) Assure production and distribution of oral rehydration salts in sufficient quantity for wide access in Egypt.

Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2., without formal amendment of this Agreement.

Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this Agreement not to exceed Twenty-Six Million United States ("U.S.") Dollars ($26,000,000) ("Grant").

The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project, except that, unless the parties otherwise agree in writing, Local Currency Costs financed under the Grant will not exceed the equivalent of Seventeen Million Eight Hundred and Thirty-six Thousand U.S. dollars ($17,836,000).

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project will be not less than the Egyptian Pound equivalent of Seventeen Million U.S. Dollars ($17,000,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is September 30, 1986, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

[1] 75 Stat. 424; 22 U.S.C. § 2151.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Conditions Precedent to Disbursement.

SECTION 4.1. First Disbursement. Prior to any disbursment or to the issuance of any commitment documents under this Agreement, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A statement of the names of the persons authorized pursuant to Section 8.2 to act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement;

(b) Such other information and documentation as A.I.D. may reasonably request.

SECTION 4.2. Additional Disbursements For General Project Costs.

Prior to any disbursement or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made for any general Project costs other than for services or commodities to be procured directly by A.I.D., the Grantee will, except as the parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) Evidence of the establishment of a Project Steering Committee with such defined authorities and responsibilities as are necessary for coordination of the activities financed under the Project along with a statement of the names and affiliations of its initial appointees; and

(b) Evidence of the establishment of a Project Secretariat which will function under the policy guidance of the Project Steering Committee

with such defined authorities and responsibilities as are necessary to implement the Project along with a statement of the functions and responsibilities of the Secretariat and the names of its initial appointees.

SECTION 4.3. Additional Disbursements for Long-term U.S. Technical Assistance Contractor.

Prior to any disbursement or to the issuance of any commitment documents for the U.S. technical assistance contractor, the Grantee shall, except as the parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D., an executed contract for technical assistance with an organization acceptable to A.I.D.

SECTION 4.4. Additional Disbursements for Rehydration Commodities.

Prior to any disbursement or to the issuance of any commitment documents for equipment to produce oral rehydration salts or for commodities in support of the production of rehydration salts and fluids, the Grantee shall, except as the parties may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D., evidence of a commitment by the Grantee to provide the producer of such commodities with the foreign exchange allocations necessary to ensure timely importation of commodities in support of the production of rehydration salts and fluids during the life of the Project.

SECTION 4.5. Notification. When A.I.D. has determined that the conditions precedent specified in Sections 4.1, 4.2, 4.3 and 4.4 have been met, it will promptly notify the Grantee.

SECTION 4.6. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within 60 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

If all of the conditions specified in Sections 4.3 and 4.4 have not been met within 180 days from the date of this Agreement, or such later date as A.I.D. may agree in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Grant, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Grantee.

If all the conditions specified in Section 4.2 have not been met within 365 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Grant, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Grantee.

Article 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. National Rehydration Campaign Plan. The Grantee agrees to develop and present for A.I.D. review a National Rehydration Campaign Plan identifying how the activities, programs and training will be carried out on a nationwide basis and made available to the appropriate public and private organizations.

SECTION 5.3. Staff. The Grantee agrees to provide adequate staff, implement necessary staff training and to effect necessary actions to ensure that Project objectives are accomplished.

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect

at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2. will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in Egypt ("Local Currency Costs").

Article 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., commiting A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2 Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 7.3. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.4. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

Article 8: Miscellaneous

SECTION 8.1. Communications. Any notice, requests, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Ministry of Economy
8 Adly Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

To the Implementing Organizations:

Ministry of Health
Maglis El Shaab Street
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the office of the Minister of Economy, Minister of State for Economy, the Senior Undersecretary for Economic Cooperation with U.S.A., and/or the Minister of State for Health, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

[1] See footnote 1, p. 4012

ARAB REPUBLIC OF EGYPT

BY:

NAME: Dr. Abdel Razzak Abdel Meguid

TITLE: Deputy Prime Minister for Economic and Financial Affairs and Minister of Planning, Finance and Economy

UNITED STATES OF AMERICA

BY:

NAME: Alfred L. Atherton, Jr.

TITLE: American Ambassador

Implementing Organizations

In acknowledgement of the foregoing Agreement, representatives of the implementing organizations have subscribed their names:

MINISTRY OF ECONOMY

BY:

NAME: Dr. Soliman Nour El Din

TITLE: Minister of State

MINISTRY OF HEALTH

BY:

NAME: Dr. Mamdouh Gabr

TITLE: Minister of State

Annex I

Project Description

Project Description

A. Goal and Purpose

The goal of this Project is to contribute to a program to improve the health status of the Egyptian people. This project is an important element of overall U.S./Egyptian effort to implement an integrated national maternal child health and family planning program.

The Project purpose is to reduce child suffering and mortality from diarrheal disease within five years by making rehydration services and materials, especially oral rehydration therapy (ORT), widely available and used through a national program.

B. Project Strategy. The Project will consist of three components:

(1) Training of practitioners in proper therapy for diarrhea with major stress on oral rehydration;

(2) Improvement of mothers' knowledge, attitudes and practices in carying for children with diarrhea; and

(3) Production and distribution of oral rehydration salts in sufficient quantity for wide access in the cooperating country.

In implementing these components, the Project will build and expand upon an existing infrastructure of private and public facilities and networks delivering formal and informal health services. The strategy involves the Ministry of Health as the implementating organization, universities, the Medical and Pharmacy Syndicates, production facilities, pharmacies, and local communities themselves. Rehydration is an integral part of maternal child health services in Egypt. However, since utilization of services in fixed Government facilities is limited, the Project will explore, develop and refine alternative methods for broadening access to services, including commercial networks. While many of the interventions have been tested on a pilot scale, the establishment of an effective national program is, nonetheless, complex and will involve the testing and coordination of several sets of activities leading to achievement of the project purpose.

(1) Project Administration: This component of the design establishes the organizational structure necessary to plan, initiate, implement, and coordinate a national rehydration campaign.

In order to establish a mechanism of project coordination which can cut across several key Egyptian organizations to draw together capabilities required to implement and manage a national campaign to accomplish this task, a Steering Committee will be established with membership from all implementing groups. The Committee will receive operating and program budget support from AID. The Steering Committee will be chaired by the Minster of Health and members will include representatives from the Ministry of Health, other national and local governmental organizations, health organizations, and the private sector.

A campaign Secretariat will function under the policy guidance of the Steering Committee and will have an identified budget and authority to carry out a campaign implementation plan including contracting with Egyptian insititutions to undertake specific tasks related to the campaign implementation plan.

The Secretariat will be composed of an Executive Director appointed by the Minister of Health and technical and support staff appointed by the MOH or other agencies as appropriate. In addition to assistance from the Governorate ORT Coordinators, the Secretariat will have a budget supported with AID project funds as well as GOE funds and will have the authority to contract with Egyptian organizations and individual Egyptian consultants to provide assistance and carry out elements of implementation. The Steering Committee will also be assisted by U.S. techncial assistance provided under this project. The duties of the Secretariat are divided into two major phases: Phase I constitutes an 18-month campaign organization and planning phase. Phase II will be full-scale implementation of the approved campaign plan.

(2) Technical Assistance.

AID project funds will finance long-term and short-term U.S. technical assistance through a contract with a U.S. company or University. Individual contracts for both U.S. and Egyptian short-term technical services will also be financed by AID where the need for such services is mutually agreed upon.

(3) Production and Distribution: Production of packaged oral rehydration salts (ORS) to be undertaken by a local drug manufacturer and ORS will be made available through existing outlets (such as private pharmacies and MOH facilities) and through new outlets (such as dukkans, or older mothers in each hamlet serving as a supplier and teacher for other mothers). This project component will also assure the distribution of a special intravenous rehydrating solution tailored to diarrheal disease, and scalp-vein needles necessary for infusion of infants. The Grantee will provide ORT packets under its agreement with UNICEF and will undertake any required renovation of facilities used for expanded production of ORT.

(4) Training: The Project will train Governorate ORT coordinators and trainers and a core of trained staff (pediatricians from medical schools and general hospitals and senior nurses at the two existing rehydration centers). This group in turn will teach governorate teams to provide training to Health Center and Health Unit personnel who will in turn be responsible for face-to-face instruction of mothers. The training teams will also work with village councils, district hospital staff, ORT manufacturer's salesmen and professionals, and dayas.

(5) Information, Education and Communication: The Project will build a national public education campaign to help create awareness of, demand for, and expertness in the use of ORT. The sub-components of public education, which will include face-to-face and group training of practitioners, village leaders, and parents, and a mass media campaign, will reinforce the other forms of education and training described in (3) above.

(6) Evaluation: Project evaluation activities will provide data both for management purposes, that is, ongoing decision making; and for determination of outcomes. Market analysis, audience message testing, operational research, and household sentinel facility surveys will be used to track the progress of each component of the project, and to determine the future directions to be undertaken. International agencies such as WHO and UNICEF will be asked to participate in the evaluation process to ensure that the results of the Egyptian National Campaign can be used as a basis for world-wide control of diarheal disease programs.

B. Project Financial Plan.

A Project Financial Plan, which sets forth the catagories of costs which each Party will finance and the estimated levels of financing which will be required for such costs, appears in Attachment A to this Annex I. International agencies such as WHO and UNICEF will be asked to participate in the evaluation process to insure that the results of the Egyptian National Company can be used as a basis for worldwide control of diarrheal disease programs.

Attachment A
To Annex I

FINANCIAL PLAN
(U.S. $000)

INPUTS	YEAR 1	2	3	4	5	ALL
AID						
Operational Costs						
Honorariums	26	8	7	5	3	49
Staff Office	46	43	37	28	16	170
Direct Training	12	22	1	--	--	35
Incentives	75	788	678	521	300	2,362
Sub-Total	159	861	723	554	319	2,616
Program Costs						
Technical Assistance	848	949	1,300	1,073	700	4,870
Participant Training	140	17	19	---	---	176
Equipment & Commodities	962	2,738	1,360	3,086	5,160	13,306
Other Local Costs	622	978	533	444	386	2,963
Sub-Total	2,572	4,682	3,212	4,603	6,246	21,315
Contingency	236	479	340	446	568	2,069
Total AID	2,967	6,022	4,275	5,603	7,133	26,000
GOE						
Operational Costs						
Honorariums	---	2	5	8	12	27
Staff Office	---	11	24	42	65	142
Direct Training	---	5	1	---	---	6
Incentives	---	197	452	781	1,199	2,629
Sub-Total	---	215	482	831	1,276	2,804
Program Costs						
Personnel	189	1,557	1,911	2,029	2,362	8,048
Commodities	270	520	838	1,243	1,750	4,621
Other Local Costs	80	1,250	57	65	75	1,527
Sub-Total	539	3,327	2,806	3,337	4,187	14,196
Total GOE	539	3,542	3,288	4,168	5,463	17,000
Project Total	3,506	9,564	7,563	9,771	12,596	43,000

EGYPT

Economic Assistance: Industrial Productivity Improvement

Agreement amending the agreement of August 31, 1980.
Signed at Cairo September 27, 1981;
Entered into force September 27, 1981.

A.I.D. Project Number 263-0090

FIRST AMENDMENT
TO
GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND THE
UNITED STATES OF AMERICA
FOR
MANAGEMENT DEVELOPMENT
FOR PRODUCTIVITY
HEREIN RENAMED
"INDUSTRIAL PRODUCTIVITY IMPROVEMENT"

Dated: September 27, 1981

First Amendment, dated September 27, 1981 to the Grant Agreement, dated August 31, 1980[1] between the Arab Republic of Egypt ("Grantee") and the United States of America, acting through the Agency for International Development ("A.I.D.") for Management Development for Productivity (herein renamed "Industrial Productivity Improvement").

SECTION 1. The Grant Agreement is hereby amended as follows:

A. The entire Grant Agreement except for Annex 2 is hereby deleted and attachment I of this Amendment is substituted therefor.

B. The Grant Agreement is hereby renamed "Project Grant Agreement Between the Arab Republic of Egypt and the United States of America for Industrial Productivity Improvement."

SECTION 2. This First Amendment shall enter into force when signed by both parties hereto.

SECTION 3. Except as specifically amended or modified herein, the Grant Agreement shall remain in full force and effect in accordance with all of its terms.

IN WITNESS WHEREOF, the Arab Republic of Egypt and the United States of America, each acting through its respective duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT	UNITED STATES OF AMERICA
By : A. MEGUID	By : ALFRED L. ATHERTON JR.
Name: Dr. Abdel Razzak Abdel Meguid	Name: Alfred L. Atherton, Jr.
Title : *Deputy Prime Minister for Economic and Financial Affairs & Minister of Planning, Finance and Economy*	Title : *American Ambassador*

[1] Not printed. Amendment replaces text of original agreement.

Implementing Organizations

In acknowledgement of the foregoing Agreement, representatives of the implementing organizations have subscribed their names:

MINISTRY OF ECONOMY

By : S. Nour El Din

Name: Dr. Soliman Nour El Din

Title : *Minister of State*

MINISTRY OF INDUSTRY AND MINERAL WEALTH

By : M. Taha Zaki

Name: Mr. Mohamed Taha Zaki

Title : *Minister of Industry and Mineral Wealth*

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Annex 1 PROJECT DESCRIPTION		

[1] Not printed herein. For text, see TIAS 9458; 30 UST 4265.

A.I.D. Project No. 263-0090

PROJECT GRANT AGREEMENT DATED SEP 27, 1981 BETWEEN THE ARAB REPUBLIC OF EGYPT ("GRANTEE") AND THE UNITED STATES OF AMERICA, ACTING THROUGH THE AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

ARTICLE 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will address managerial, technological, vocational and other generic constraints to industrial productivity in Egypt and will assist the Grantee to create a managerial framework in which technical activities will be coordinated to serve sectoral goals for improvement of productivity of the manufacturing sector of Egypt.

Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2., without formal amendment of this Agreement.

ARTICLE 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this Agreement not to exceed Thirty-Nine Million United States ("U.S.") Dollars ($39,000,000) ("Grant").

The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project, except that, unless the Parties otherwise agree in writing, Local Currency Costs financed under the Grant will not exceed the equivalent of Nine Million Two Hundred Twenty-four Thousand U.S. Dollars ($9,224,000).

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

[1] 75 Stat. 424; 22 U.S.C. § 2151.

(b) The resources provided by Grantee for the Project will be not less than the Egyptian Pound equivalent of Fourteen Million Eighty-four Thousand U.S. Dollars ($14,084,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is September 27, 1986, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

ARTICLE 4: Conditions Precedent to Disbursement.

SECTION 4.1. For Management Development for Productivity.

(a) Initial Disbursement. Prior to any disbursement or to the issuance of any commitment documents under the Grant for Management Development for Productivity ("MDP"), the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.;

(1) A statement of the names and titles of the persons who will act as the representatives of the Grantee for this subactivity, together with a specimen signature of each person specified in such statement;

(2) Evidence of the establishment of an advisory committee consisting of senior representatives of the Ministry of Economy, the Ministry of Industry and Mineral Wealth and the Egypt-United States Joint Business Council ("Advisory Committee") (evidence of the establishment of the committee shall include formal designation of committee members and delineation of the committee's functions); and

(5) Such other documentation and information as A.I.D. may reasonably request.

(b) Disbursements Other Than for Pre-Contract Costs. Prior to any disbursement or to the issuance of any commitment documents under the Grant other than for pre-contract costs of a prospective contractor, and except as the Parties may otherwise agree in writing, A.I.D. shall receive, in form and substance satisfactory to A.I.D. evidence that the arrangement through which the prime contractor is to provide the requisite Egyptian professional staff component to the MDP has been formally and legally established through a signed subcontract or other equivalent means.

(c) Disbursement Starting the Fourth MDP Year and Thereafter. Prior to any disbursement or the issuance of any commitment documents under the Grant for the fourth year of the MDP after the effective date of the prime contract for long-term assistance ("Fourth MDP Year") and thereafter, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D., a plan for institutionalizing the process of modernizing business management in Egypt through consulting services and training.

(d) Notification. When A.I.D. has determined that the conditions precedent specified in Sections 4.1(a), 4.1(b), and 4.1(c) have been met, it will promptly notify the Grantee.

(e) Terminal Date for Conditions Precedent. If all of the conditions specified in Section 4.1(a) have not been met within 120 days from the date of the First Amendment to this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate the MDP by written notice to the Grantee.

SECTION 4.2. For Vocational Training for Productivity.

(a) Initial Disbursement. Prior to any disbursement or to the issuance of any commitment documents under this Agreement for the Vocational Training for Productivity Subactivity ("VTP"), the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(1) A statement of the names and titles of the persons who will act as the representatives of the Grantee for this subactivity together with a specimen signature of each person specified in such statement;

(2) Evidence of the establishment of a board of directors chaired by the Undersecretary of Productivity and Vocational Training. The board should include representatives of public and private sector industrial firms, as well as senior officials of the Productivity and Vocational Training Department ("PVTD") and other appropriate Grantee agencies as determined by the PVTD;

(3) Evidence of the establishment of adequate office and support facilities for technical advisors and their counterparts to execute their duties effectively; and

(4) Such other information and documentation as A.I.D. may reasonably request.

(b) Notification. When A.I.D. has determined that the conditions precedent specified in Section 4.2(a) have been met, it will promptly notify the Grantee.

(c) Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.2(a) have not been met within 120 days from the date of the First Amendment to this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate the VTP by written notice to the Grantee.

SECTION 4.3. For Industrial Technology Application.

(a) Initial Disbursement. Prior to any disbursement or to the issuance of any commitment documents under the Grant for Industrial Technology Application Subactivity ("ITA"), the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(1) A statement of the names and titles of the persons who will act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement;

(2) Such other information and documentation as A.I.D. may reasonably request.

(b) Additional Disbursements.

(1) Long-Term Technical Assistance Contractor to be Provided to the Engineering and Industrial Design Development Center.

Prior to any disbursement or to the issuance of any commitment documents under the Grant for the purpose of financing of long-term technical services to be provided to the Engineering and Industrial Design Development Center ("EIDDC"), the Grantee shall, except as the Parties may otherwise in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(i) An executed contract for long-term technical advisory services with a firm acceptable to A.I.D.;

(ii) Evidence of the establishment of the Industrial Technology Application Program (ITAP) as a permanent unit within the EIDDC, including a copy of the procedures and policies for its operation;

(iii) Evidence of the establishment of a Project Advisory Committee consisting of members of the private and public industrial and financial communities, which evidence will include formal

designation of the members and delineation of the functions of the Committee; and

(iv) Such other information and documentation as A.I.D. may reasonably request.

(2) Short-Term Consultant Services.

Prior to any disbursement or to the issuance of any commitment documents under the Grant for the purpose of financing short-term U.S. and Egyptian consultant services other than short-term consultant services to be provided as assistance to EIDDC in connection with the procurement of long-term technical advisory services, the Grantee, except as the Parties may otherwise agree in writing, shall have satisfied the conditions precedent set forth in Section 4.3(b)(1) above and furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(i) An established schedule of charges for ITAP services to be provided to end-users by the EIDDC along with a plan for the periodic revision of such schedule;

(ii) A statement of the policy guidelines governing the use of services of Egyptian consultants to assist ITAP/EIDDC and end-users of ITAP/EDDC services which policies shall include established compensation levels and level of effort limitations for single end-users; and

(iii) Such other information and documentation as AID may reasonably request.

(c) Notification. When A.I.D. has determined that the conditions precedent specified in Section 4.3(a) and 4.3(b) have been met, it will promptly notify the Grantee.

(d) Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.3(a) have not been met within 120 days from the date of the First Amendment to this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate the ITA by written notice to the Grantee.

Section 4.4. For Innovative Productivity Activities. Prior to any disbursement or to the issuance of any commitment documents under the Grant for each Innovative Productivity Activity, the Grantee shall, except as the Parties may otherwise agree in writing, furnish in form and substance satisfactory to A.I.D.:

(a) A statement of the names and titles of the persons who will act as the representatives of the Grantee for the activity, together with a specimen signature of each person specified in such statement;

(b) An implementation plan for the activity including cost estimates and mode of agreement to be utilized; and

(c) Such other information and documentation as A.I.D. may reasonably request.

ARTICLE 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Management Development for Productivity.

(a) The Grantee shall ensure that funds are available to enterprises under the jurisdiction of the Ministry of Industry and Mineral Wealth to pay fees for MDP services as well as Egyptian per diem and other allowances for managers participating in training or task-force missions.

(b) The Grantee shall establish an effective mechanism for the collection, accounting and utilization of fees charged to participating Egyptian firms.

(c) The Grantee and A.I.D. shall consult from time to time on how best to institutionalize the process of modern business management in Egypt. Specifically, no later than the Fourth MDP year, the Grantee and A.I.D. shall consult on how best to implement the plan called for in Section 4.1(c) above.

SECTION 5.3. Vocational Training for Productivity.

(a) The Grantee shall furnish to A.I.D. within 180 days from the date of arrival of the chief of party of the technical assistance contractor, or such other time as A.I.D. may agree in writing, an implementation plan in form and substance satisfactory to A.I.D., for in-country training and participant training, job descriptions for VTP personnel, and a description of activities to be undertaken during the first two years of the VTP. The plan shall be updated every six months over the life of the VTP.

(b) The Grantee shall make provision for adequate administrative arrangements and local currency from funds other than those provided by the Grant for any incentive payments to be made to personnel of the Government of Egypt engaged in implementation of the VTP, and to ensure that increased operating costs resulting from program changes brought about by implementation of the VTP continue to be met after the VTP ends.

(c) The Grantee shall provide office and support facilities adequate for technical advisers and their counterparts effectively to execute their responsibilities for Project implementation.

SECTION 5.4. Covenants for the Industrial Technology Application.

(a) Existing Information and Data. The Grantee shall provide or cause to be provided to EIDDC and the ITAP Unit upon request all relevant data and information relating to industrial technology presently available to the organizations of the Grantee except to the extent that such data and information are subject to legally mandated distribution limitations. The Grantee shall also seek to secure such data and information from non-governmental sources and furnish it to EIDDC.

(b) Data Collection. The Grantee shall assist EIDDC upon request in the collection of data and information required by EIDDC to carry out its operations.

(c) Operational Procedures. The Grantee shall ensure that EIDDC establishes and implements operational procedures which include:

(1) Maintenance of complete files of all contacts made;

(2) Provision of detailed information on those cases where specific benefits are achieved;

(3) Relating ongoing activities including requests for service; participation in group programs and cases of special interest; and

(4) Periodic follow-up contacts to improve the quality of the effectiveness of the services provided.

(d) Extension of ITAP Services. The Grantee shall insure that the ITAP Unit will extend its services to the major population centers in Egypt.

(e) Support of ITAP. The Grantee shall finance the costs of maintaining the ITAP Unit as a permanent organization within the EIDDC to the extent that such costs are not covered by fee revenues generated by services provided by ITAP.

(f) Level of Fee Revenues. The Grantee shall revise periodically the fee schedules for services to be provided by ITAP/EIDDC in order that by the end of the third year of the ITA, ITAP/EIDDC will derive sufficient fee revenues by the end of the ITA to cover all of its operational costs.

(g) Support for ITAP Unit. The Grantee shall provide the ITAP Unit with the fulltime personnel, office space, and office furnishings necessary to carry out its operations.

ARTICLE 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2. will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in Egypt ("Local Currency Costs").

ARTICLE 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency

Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 7.3. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.4. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

ARTICLE 8: Miscellaneous

SECTION 8.1. Communications. Any notice, requests, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

TO THE GRANTEE:

Minister of Economy
8, Adly Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

TO THE IMPLEMENTING ORGANIZATIONS:

Minister of Industry and Mineral Wealth
2, Latin America Street
Garden City
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the office of the Minister of State for Economy, the Senior Undersecretary for Economic Cooperation with U.S.A., and/or the Minister of Industry and Mineral Wealth, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

[1] See footnote 1, p. 4033.

ANNEX I

PROJECT DESCRIPTION

I. General

A. Framework

The Project is a management framework for sectoral technical assistance activities. It provides a setting for technical and financial management of discrete but integrated packages of activities directed to particular sectoral constraints. The principal elements of the Project will initially include the following subactivities:

— Management Development for Productivity ("MDP")
— Vocational Training for Productivity ("VTP")
— Industrial Technical Application ("ITA")
— Innovative Productivity Activities ("IPA")

Each of these subactivities is further described below. Other discrete subactivities may be added in the future as agreed by the Parties.

B. Project Financial Plan

An illustrative Project Budget is set forth in Table I. The Grantee contribution includes user fees charged to participating companies. Within the overall Project budget, funds may be reallocated among Project subactivities as agreed by the Parties.

TABLE I·

SUMMARY PROJECT COST ESTIMATE AND FINANCIAL PLAN

(U.S. $000's)

	A.I.D. FX+LC	Grantee LC	Total FX+LC
Subactivity I (MDP)	8,500	3,008	11,508
Subactivity II (VTP)	17,500	5,500	23,000
Subactivity III (ITA)	10,000	4,576	14,576
Subactivity IV (IPA)	3,000	1,000	4,000
Project Total	39,000	14,084	53,084

II. Management Development for Productivity (Subactivity I)

A. Detailed Description

This subactivity seeks to increase the effectiveness of business organizations in Egypt, particularly effectiveness as measured in economic terms, with a stress on productivity. To attain this goal, the MDP purpose is to:

Improve management in selected public and private sector business organizations, and

— Increase supply of, and demand for, effective management development and organization development services in Egypt.

The MDP will give first attention to those industries considered to have high priority by the Grantee (food, construction materials and textiles), but will also be open to other important industries, such as chemicals, metallurgy, banking and tourism. It will serve large and medium-sized firms in both private and public sectors and will provide locally-based management development materials to local management education institutions.

The MDP will be implemented by a team of Egyptian and United States management trainers and consultants under the direction of a U.S. contractor under an A.I.D. direct contract. Policy direction, guidance in the selection of client firms and access to business and government leaders will be ensured by the Advisory Committee representing the Ministry of Economy, the Egypt-U.S. Joint Business Council, and the Ministry of Industry and Mineral Wealth.

The MDP will begin with a start-up period of about four months followed by

— ten to twelve overlapping and sequential cycles in Egypt, each lasting thirty-three weeks and consisting of
— diagnostic studies to identify organizational problems on which to focus during the cycle,
— training of key managers in industry-specific groups, and
— application by the managers of their enhanced skills (with Project support) to solve the problems in their firms identified with top management during the diagnostic phase of the cycle.
— Three or four industry-specific task force missions in which 10 to 15 percent of the participants in the above cycles will undertake issue-centered visits to U.S. firms.

After approximately 24 months, the Parties will carry out an interim evaluation of the MDP to decide whether to continue the MDP for two additional years as planned, or to terminate it after 36 months. However, based on the assumption that the MDP will continue, MDP activities will not be interrupted during the interim evaluation. If the Parties agree to terminate the MDP early, the termination will be effective only after completion of on-going cycles.

The final eighteen months of the MDP will incorporate changes or additions suggested as a result of the evaluation. During the course of the MDP, it is expected that there will be 20 to 25 cycles, reaching 40 to 60 companies and 500 to 600 managers, of whom some 70 to 80 would participate in task force visits to the United States.

B. Financial Plan

Table II sets forth the summary cost estimate and financial plan for the MDP. The Grantee contribution shall include fees charged to participating companies.

TABLE II

SUBACTIVITY I

MANAGEMENT DEVELOPMENT FOR PRODUCTIVITY

SUMMARY COST ESTIMATE AND FINANCIAL PLAN

($000)

USE	AID FX	AID LC	AID TOTAL	GRANTEE FEES* LC	OTHER LC	TOTAL
Direct Project						
— Technical Assistance	3,612	816	4,428	1,116	-----	5,544
— Special Training Components	420	265	685	-----	443	1,128
— Office, Facilities, and Equipment	40	495	535	-----	-----	535
— Evaluation and Surveys	83	129	212	-----	-----	212
Total Direct	4,155	1,705	5,860	1,116	443	7,419
Indirect	-----	-----	-----	-----	238	238
Contingency	314	128	442	84	50	576
Inflation	1,207	991	2,198	655	422	3,275
Project Total	5,676	2,824	8,500	1,855	1,153	11,508

*Fees charged to participant companies. [Footnote in the original.]

C. Evaluation Plan

There will be two levels of evaluation by A.I.D. The first will be semi-annual progress assessments by a management specialist during the first two years. These assessments will be based on information from Project staff and records and limited interviewing of participants and advisory committee officials. The aim will be:

— To compare what was planned with what was achieved and is being done in terms of inputs, outputs, methodology and progress toward planned end-of-project status;

— To review and reassess assumptions underlying the MDP and plans for the balance of the MDP;

— To recommend to AID, the Advisory Committee and the contractor any action indicated to correct weaknesses identified and ensure timely progress toward the desired end-of-project status.

Approximately 24 months after the MDP begins, a more thorough evaluation will be undertaken by a team of A.I.D. direct-hire or contract specialists, assisted by Egyptian survey professionals. This evaluation will be scheduled when training and application phases are ongoing and can be observed. It will include interviews with a sample of managers who have participated in the program and of others in their organizations and elsewhere who have been directly or indirectly in-

volved with the MDP. The aim will be, in part, the same as for the semi-annual progress assessments but will ultimately be to provide:

— A basis on which A.I.D. can decide whether the MDP should continue to completion as programmed, or be terminated after two and a half years, and

— Technical guidance to A.I.D. with regard to the implementation of the recommended course of action.

III. Vocational Training for Productivity (Subactivity II)

A. Detailed Description

The VTP will strengthen the ability of the Ministry of Industry and Mineral Wealth ("MOIMW") to equip entry-level workers with skills required by employers, upgrade the skills of employed workers; respond to company-specific training problems, and establish skill standards and appropriate trade tests. Special attention will be given to assisting the private sector and increasing women's opportunities in skilled employment. The VTP will be initiated in two contiguous pilot regions, Alexandria and the Middle Delta, but will extend its benefits to the entire country as soon as possible during the life of the Project.

This subactivity will provide approximately 620 person-months of long- and short-term technical assistance, about 430 person-months of participant training and approximately $1.9 million of commodities. The VTP will directly support other Grantee efforts to improve the vocational training system of the Productivity and Vocational Training Department ("PVTD"). A.I.D. assistance will also strengthen the PVTD's capacity to determine precise equipment needs for the World Bank's Fourth Educational loan, now being planned. Technical assistance provided by A.I.D. will include analysis of industrial training needs, establishment of instructional competencies and skills standards, preparation of curriculum and instructional materials, instructor training, in-plant training assistance and strengthening PVTD management. Short-term participant training will cover industrial training directors and first-line managers as well as upgrading the PVTD staff. Commodities will include equipment to fill training center inventory gaps identified through task analysis, establishment of audio-visual production and delivery capability, material to increase to amount of practical training, small amounts of training equipment and materials for individual companies, and equipment to establish advanced or specialized training programs in industrial companies.

The VTP is designed to take advantage of the best available information concerning vocational training needs. Further problem definition will occur in an operational environment and the VTP is expected to develop appropriate and innovative responses to those problems.

B. Financial Plan

A summary of cost estimates and financial plan for the VTP is set forth in Table III.

TABLE III

SUBACTIVITY II

VOCATIONAL TRAINING FOR PRODUCTIVITY

SUMMARY OF COST ESTIMATES AND FINANCIAL PLAN

($000)

	AID		GRANTEE	
	FX	LC	LC	TOTAL
Personnel Services	4,150	1,200	3,400	8,750
Participant Training	1,571	123	-----	1,694
Commodities	1,860	-----	-----	1,860
Miscellaneous	69	681	208	958
Overhead and Fee	2,982	-----	-----	2,982
Office Space	-----	-----	36	36
Evaluation	39	15	-----	54
Special Consultants	200	-----	-----	200
Contingency	806	150	-----	956
Inflation	2,681	973	1,856	5,510
	14,358	3,142	5,500	23,000

IV. Industrial Technology Application (Subactivity III)

A. Detailed Description

The ITA will assist the Grantee to develop its industrial sector by increasing productivity and employment resulting from improved industrial productivity and expansion of the industrial sector.

The purpose of the ITA is (1) to help public, private and joint venture industrial firms to make more productive use of technology, and to identify, assess and introduce new and suitable technology in an effective manner and (2) to institutionalize Egyptian capacity to provide such services.

The ITA addresses the problem of the absence of an accessible, credible source through which the business community can find useful information or technical assistance at a reasonable price to help it solve technological problems and identify and exploit technological opportunities.

The ITA will provide information and technical assistance to the Egyptian public and private industrial sector, initially through infirm diagnostic studies. Later the ITA will provide technical information and help industrialists identify and arrange for assistance from qualified Egyptian specialists, or when the latter cannot be identified, from U.S. specialists. Services will be provided to financial and other institutions serving the industrial community, as well as to members of that community.

In addition, the ITA includes a campaign to increase general awareness of technology and the benefits available from systematic selection, improvement and proper use of it. It will spotlight developments likely to be of particular interest to Egyptian industry and generally promote project services. Finally, to ensure that the services are institutionalized, ITA activities will include training for staff involved in service delivery, consultancy services to strengthen overall management and central support services of the implementing agency. In some cases, training will also help firms strengthen their own research and development capacity.

B. Implementation Plan

The ITA will be implemented by a unit which is expected to be created within the Engineering and Industrial Design Development Center (EIDDC) of the Ministry of Industry and Mineral Wealth. The new unit, tentatively, the Industrial Technology Application Program Unit ("ITAP Unit"), will be assisted during most of the life of the Project by a U.S. technical assistance team of three industrial engineers, including a team manager, and for two years by a technical information specialist. An external advisory committee, formed of representatives of the industrial and financial communities and of the public and private sectors, will advise, assist, promote, and evaluate the ITA. It is expected that the ITAP Unit will (1) directly assist com-

panies, (2) serve as broker for assistance when it cannot directly assist companies, and (3) inform the business community of technological developments.

C. Financial Plan

A.I.D. funding will be used to finance a host-country contract for this team, short-term U.S. and Egyptian technical assistance at the level of approximately 70 person-months for U.S. personnel and up to 150 person-months for Egyptian personnel, U.S. and in-country training for up to 150 person-months, documentation and access to formal and informal information networks, commodity procurement such as vehicles and office equipment, and a subgrant to EIDDC to finance the service of U.S. and Egyptian short-term consultants on the basis of purchase orders issued by EIDDC in conformity with A.I.D. regulations and procedures. Funds will be obligated for the full five years. Grantee will fund costs of EIDDC personnel, office space, support staff for ITAP, staff incentives, most operating costs in Egypt, support from other EIDDC departments and other Ministry agencies, support EIDDC management and support staff services. ITA clients will pay a fee for services received. Nominal at the start, the fee will gradually be raised so that fee revenues will fund an increasing portion of local costs and will fully finance ITAP by the end of the Project. An illustrative summary financial plan is set forth in Table IV.

TABLE IV

SUBACTIVITY III

INDUSTRIAL TECHNOLOGY APPLICATION

SUMMARY COST ESTIMATE AND FINANCIAL PLAN

	AID		GRANTEE	
Inputs	FX	LC	LC	TOTAL
I.a. Per, LT & Support	1,658	374	331	2,363
I.b. Per, ST &				
1. U.S	790	270	---	1,060
2. Egyptian	---	346	71	417
II. Services	675	—	---	675
III. Info. Dis	81	181	---	262
IV. Training	432	64	---	496
V. Commodities	216	---	---	216
VI. Operations	72	165	141	378
VII. Special Costs[1]	10	6	246	262
VIII. Evaluation	51	29	---	80
IX. Contractor, Overhead & Fee	1,000	---	---	1,000
X. Ind. Support	---	---	1,778	1,778
SUBTOTAL	4,985	1,435	2,567	8,987
Inflation	2,151	939	1,809	4,899
Contingency	372	118	200	690
TOTAL	$7,508	$2,492	$4,576	$14,576

[1] For A.I.D., Special Costs are pre-contract expenditures such as provision of short term consultants to assist EIDDC in soliciting and evaluating proposals. *For the Grantee*, Special Costs are ITAP staff incentives and part-time inputs of officials with contract management responsibility.

[Footnotes in the original.]

D. Evaluation

A.I.D. evaluation will occur on two levels: (1) "progress assessments" and (2) interim and final evaluations. The progress assessments will be brief reviews by an outside consultant at least semi-annually during the first two years of the ITA. The aim of the assessments will be:

— To compare what was planned with what was achieved and is being done in terms of inputs, outputs, methodology and progress toward planned end-of-Project status;
— To review and reassess assumptions underlying the ITA, and plans for the balance of the ITA; and
— To recommend to A.I.D., the EIDDC and its contractor any action indicated to correct weaknesses identified and ensure timely progress toward the desired end-of-Project status.

During the second half of the third year of the ITA, an in-depth interim evaluation will be undertaken by a team of A.I.D. direct-hire and independent specialists. Their evaluation will involve tapping at least the information sources, including interviews with ITAP Advisory Committee members, and a sample of ITAP clients and of people in other organizations (e.g. banks, research institutions, concerned ministries, and non-client industrial firms).

A final evaluation similar to the interim one will be undertaken in two phases, the first during the last two months of the ITA and the second eight to ten months later.

V. Innovative Productivity Activities (Subactivity IV)

The IPA will permit the Parties flexibility in identifying and responding creatively to constraints to industrial productivity. Creative interventions might include, but not be limited to, activities which (1) provide selected short-term business and other technical services and (2) respond to constraints and new opportunities in the area of small-scale enterprises credit. In some cases the response may be small, experimental or pilot-type interventions to test the efficacy of more substantial efforts. In other cases, timeliness may be far more important that the magnitude of the effort. The funding available under the IPA will provide a mechanism for quick, targeted response to problems.

In addition, the IPA may fund the development of integrated diagnostic tools which build on the experience of the management, technology and workforce diagnostic work of the activity contractors. Recognizing that productivity is ultimately not a single measure but rather a "family" of related measures, the Parties anticipate the need for multi-variable diagnostic problems in Egyptian enterprises or subsectors which suffer from complex constraints to efficiency.

The IPA will also be used to fund studies of industrial productivity and may support initiatives such as developing performance and productivity criteria for public enterprises, adapting international cost-accounting techniques to Egyptian accounting formats, or even small experiments in quality control technique or "productivity circles."

EGYPT

Economic Assistance: Sewerage

Agreement amending the agreement of September 30, 1978.
Signed at Cairo September 27, 1981;
Entered into force September 27, 1981.

A.I.D. Project Number 263-0091

FIRST AMENDMENT
TO
PROJECT GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND THE
UNITED STATES OF AMERICA
FOR
CAIRO SEWERAGE

Dated: September 27, 1981

First Amendment, dated September 27, 1981, to the Grant Agreement, dated September 30, 1978,[1] between the Arab Republic of Egypt ("Grantee") and the United States of America, acting through the Agency for International Development ("A.I.D.") for Cairo Sewerage ("Grant Agreement").

SECTION 1. The Grant Agreement is hereby amended as follows:

(a) Article 1 is revised by deleting "Borrower" and substituting "Grantee".

(b) The first paragraph of Section 2.1 is deleted in its entirety and the following substituted therefor:

> "SECTION 2.1. Definition of the Project. The Project, which is further described in Annex 1, will consist of assistance to the Grantee to upgrade and plan the expansion of Cairo's wastewater collection and disposal system."

(c) Section 2.2. is added as follows:

> "SECTION 2.2. Incremental Nature of Project.
>
> (a) A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.
>
> (b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by A.I.D. under an individual increment of assistance."

(d) SECTION 3.1 is amended by deleting "Twenty-Five Million ('U.S.') Dollars ($25,000,000)" and by substituting "Ninety-Nine Million One Hundred Thousand ('U.S.') Dollars ($99,100,000)".

(e) SECTION 3.1 is further amended by deleting the final sentence thereof and adding at the end of that Section a new paragraph to read as follows:

> "The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project, except that, unless the Parties otherwise agree in writing, Local Currency Costs financed under the Grant will not exceed the equivalent of Twenty-seven Million Three Hundred Thousand ('U.S.') Dollars ($27,300,000)."

---

[1] TIAS 9556; 30 UST 6313. [Footnote added by the Department of State.]

(f) SECTION 3.2 is revised by deleting "Thirty-One Million Five Hundred Thousand Egyptian Pounds (L.E. 31,500,000)" and substituting "One Hundred Seventeen Million Nine Hundred Fifty Thousand Egyptian Pounds (L.E. 117,950,000)."

(g) SECTION 3.3 is amended by deleting "November 1, 1983" and substituting "December 31, 1985".

(h) The following new sections are added after Section 4.6:

"SECTION 4.7. Conditions Precedent to Disbursement of Funds Made Available Under First Amendment. Prior to any disbursement, or to the issuance of any commitment documents for funds made available under the First Amendment to this Agreement, the Grantee shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A statement of the names and titles of the persons who will act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement;

(b) Evidence of the designation and/or establishment by the Grantee of a managerial entity, or entities, the organizational structure of which is appropriate for supervision of project activities; and

(c) Such other information and documentation as A.I.D. may reasonably request."

"SECTION 4.8 Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.7 have not been met within 120 days from the date of this Amendment, or such later date as A.I.D. may agree in writing, A.I.D., at its option, may terminate this Amendment by written notice to Grantee."

"SECTION 4.9 Notification. When A.I.D. has determined that the conditions precedent specified in Section 4.7 have been met, it will promptly notify the Grantee."

(i) The following new sections are added after Section 5.2:

"SECTION 5.3. Financial Reporting Systems. The Grantee agrees to develop, institute, and maintain, with the assistance of A.I.D.:

(1) Such financial reporting systems as are necessary to the valuation of the capital plant and operating and maintenance expenses; and

(2) Such budgetary and accounting systems as are necessary to accurately determine and allocate expenditures for capital plant, operating and maintenance, and debt repayment costs."

"SECTION 5.4. Employees. The Grantee agrees to undertake such measures, including sufficient employee acquisition and reten-

tion for project-related purposes. The Grantee also agrees to consider a program of salary reforms."

"SECTION 5.5. Tariff System. The Grantee agrees to develop a staged program for the introduction of tariffs or other mechanism that can be used to cover the costs of operation and maintenance and debt repayment."

(j) A new Section 6.2 is added after Section 6.1 as follows:

"SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.1A will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in Egypt ("Local Currency Costs")."

(k) A new Section 7.1A is added after Section 7.1 as follows:

"SECTION 7.1A. Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency."

(l) The following new section is added after Section 7.3:

"SECTION 7.4. Rate of Exchange. Except as may be more specifically provided under Section 7.1A, if funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt."

(m) Section 8.1 is deleted in its entirety and a new Section 8.1 is substituted as follows:

"SECTION 8.1. Communications. Any notice, requests, document, or other communication submitted by either Party to the other under the Agreement will be in writing or by telegram or cable,

and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Ministry of Economy
8 Adly Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

To the Implementing Organizations:

Ministry of Reconstruction, Housing and Land Reclamation
1, Ismail Abaza Street
Cairo, Egypt

Organization for the Execution of the Greater Cairo Wastewater Project
Orabi Street and Galaa Street
Cairo, Egypt

(n) Section 8.2 is deleted in its entirety and a new Section 8.2 is substituted as follows:

"Section 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individuals, holding or acting in the office of Minister of Economy, Minister of State for Economy, Senior Undersecretary of State for Economic Cooperation with U.S.A., and/or Chairman of the Organization for the Execution of the Greater Cairo Wastewater Project, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority."

(o) Annex 1 is deleted in its entirety and a new Annex I, attached to this Amendment, is substituted therefor.

Section 2. This First Amendment shall enter into force when signed by both parties hereto.

Section 3. Except as specifically amended herein, the Grant Agreement shall remain in full force and effect in accordance with all of its terms.

IN WITNESS WHEREOF, the Arab Republic of Egypt and the United States of America, each acting through its respective duly authorized representatives, have caused this Amendment to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

By : A. MEGUID

Name: Dr. Abdel Razzak Abdel Meguid

Title : *Deputy Prime Minister for Economic & Financial Affairs and Minister of Planning, Finance and Economy*

UNITED STATES OF AMERICA

By : ALFRED L. ATHERTON JR.

Name: Alfred L. Atherton, Jr.

Title : *American Ambassador*

Implementing Organizations

In acknowledgement of the foregoing Agreement, representatives of the implementing organizations have subscribed their names:

MINISTRY OF ECONOMY

By : S. NOUR EL DIN

Name: Dr. Soliman Nour El Din

Title : *Minister of State*

MINISTRY OF RECONSTRUCTION, HOUSING AND LAND RECLAMATION

By : H KAFRAWI

Name: Eng. Hassaballah El Kafrawi

Title : *Minister of State*

ORGANIZATION FOR THE EXECUTION OF THE GREATER CAIRO WASTEWATER PROJECT

By : ATTALLA SAFWAT

Name: Eng. Attalla Safwat

Title : *Chairman*

Attachment 1 to First Amendment

PROJECT DESCRIPTION
CAIRO SEWERAGE

The Project provides for four elements:

1) Continuation and expansion of rehabilitation construction activities of portions of the collection system undertaken in the original Cairo Sewerage Project;

2) Detailed design of system expansion projects including the central tunnel and west bank collector systems and the functional design of wastewater treatment plants;

3) Continuation of training of GOSSD personnel and the institution of management advisory services; and

4) Development of a program for wastewater disposal in unsewered areas.

Rehabilitation efforts at major, subsidiary and pneumatic ejector stations and associated force mains will increase the conveyance capacity of the existing system and will reduce the flooding that is continuously occurring in many parts of Cairo. Also, rehabilitation will enable some system expansion to unsewered areas. The detailed design of system expansion projects will provide the basis for major expansion of the system on both east and west banks. It will include the design of the central and branch tunnels on the east bank developed in conjunction with GOE and other donor funding. On the west bank, it will include projects in Embaba, Boulac el Dakrour and the Pyramids area. Training is designed to increase the skill levels of managerial, technical, financial and support personnel. Management advisory services will be designed to assist in a number of areas including financial management and control; development of personnel policies and practices; and productivity improvement and material management. A.I.D. will fund incentives for employees engaged in project activities. The program for unsewered areas will include pilot demonstration programs in Giza, Cairo and/or Qalioubeya Governorate.

The project is expected to be fully completed by the end of 1985 and will include the services of U.S. and Egyptian contractors, design and management consulting firms. The rehabilitation activities at the pump stations and force mains will be carried out by U.S. contractors while Egyptian contractors will construct the smaller sewers in flooding areas. Design and construction supervision of all elements will be a joint U.S. Egyptian effort. It is expected that approximately 60 subsidiary pump stations, 4 major pump stations and 40 ejector stations will be rehabilitated along 17 sections of force main by mid-1983.

By the end of 1985 construction projects will be completed in a number of flooding areas on the east and west banks. Designs for system expansion will be completed by early 1983. Training will continue through 1984 while advisory services will proceed through the project. The demonstration projects in unsewered areas will be completed by mid-1983.

Annex I

Summary Cost Estimate* and Financial Plan
($ Million or LE Million)

Project Inputs	Original Project			Amendment				Total			
	AID (FX) ($)	GOE (LE)	Other (FX) ($)	AID (FX) ($)	AID (LC) (LE $ Eq.)	GOE (LE)	Other (FX) ($)	AID (FX) ($)	AID (LC) (LE $ Eq.)	GOE (LE)	Other (FX) ($)
A. Rehabilitation											
a. Primary System	17.2	2.9	6.8	23.4	6.9	4.8	----	40.6	6.9	7.7	6.8
b. Secondary System	0.6	0.4	0.4	2.3	14.7	10.3	----	2.9	14.7	10.7	0.4
c. Collector System Expansion on West Bank	----	----	----	16.3	----	70.4	----	16.3	----	70.4	----
d. Maintenance Equipment	3.3	----	----	4.0	0.2	0.2	----	7.3	0.2	0.2	----
e. Incentives	----	----	----	----	2.0	1.4	----	----	2.0	1.4	----
Subtotal	21.1	3.3	7.2	46.0	23.8	87.1	----	67.1	23.8	90.4	7.2
B. Design of System Expansion Projects	3.2	2.9	3.9	14.2	----	7.7	17.3	17.4	----	10.6	21.2
C. Training and Management Advisory Services	0.7	0.6	0.5	8.0	----	5.6	----	8.7	----	6.2	0.5
D. Intervention in Unsewered Areas	----	----	----	1.5	1.0	0.7	----	1.5	1.0	0.7	----
Contingency	----	----	----	7.0	2.5	10.0	----	7.0	2.5	10.0	----
Total	25.0	6.8	11.6	76.7	27.3	111.1	17.3	101.7	27.3	117.9	28.9

*A.I.D.'s contribution to the total Project will be provided in increments, in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to the availability of funds to A.I.D. for this purpose, and to the mutual Agreement of the Parties, at the time of a subsequent increment, to proceed.

PROJECTED YEARLY EXPENDITURES BY SOURCE OF FUNDS ($ MILLION)

	1980	1981	1982	1983	1984	1985	Total
AID							
FX (Original Financing)	2.0	8.0	15.0	----	----	----	25.0
FX (Amendment)	---	---	21.9	30.9	17.8	6.1	76.7
LC (Amendment)	---	---	8.8	7.7	5.5	5.3	27.3
Subtotal	2.0	8.0	45.7	38.6	23.3	11.4	129.0
GOE							
(Original Financing)	3.0	5.2	8.4	22.8	5.6	----	45.0
(Amendment)	----	----	----	----	83.2	40.3	123.5
ODA							
(Original Financing)	2.5	----	----	----	----	----	2.5
(Amendment Financing)	3.1	5.7	5.8	7.8	----	----	22.4
Other							
(Amendment)	----	----	4.0	----	----	----	4.0
Total	10.6	18.9	63.9	69.2	112.1	51.7	326.4

TURKEY

Economic Assistance: Stability Grant

Agreement signed at Ankara November 20, 1981;
Entered into force November 20, 1981.

ASSISTANCE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY

Agreement, dated the 20th day of November, 1981 between the Government of the Republic of Turkey ("Turkey"), and the United States of America acting through the Agency for International Development ("A.I.D."), together referred to as the "parties".

WHEREAS, the Government of the United States, acting through the Agency for International Development, is desrious of supporting the efforts of the Government of the Republic of Turkey to stabilize its economy:

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

The Grant

A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant to Turkey under the terms of this Agreement not to exceed ONE HUNDRED MILLION United States Dollars ($100,000,000) (the "grant") for balance-of-payments financing to support and promote the financial stability and economic recovery of Turkey.

ARTICLE II

Conditions Precedent to Disbursement

SECTION 2.1 Disbursement

Prior to disbursement of the grant or to issuance by A.I.D. of documentation pursuant to which disbursement will be made, Turkey will,

---

[1] 75 Stat. 424; 22 U.S.C. § 2151.

except as the parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

A statement of the name of the person holding or acting in the office specified in Section 5.2, and of any additional representatives, together with a specimen signature of each person specified in such statement.

SECTION 2.2 Notification

When A.I.D. has determined that the conditions precedent specified in Section 2.1 have been met, it will promptly notify Turkey.

SECTION 2.3 Terminal Date for Conditions Precedent

If all the conditions specified in Section 2.1 have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree in writing, A.I.D. at its option, may terminate this Agreement by written notice to Turkey.

ARTICLE III

Disbursements

SECTION 3.1 Deposit of Disbursements

After satisfaction of the conditions precedent, at the written request of Turkey, A.I.D. will deposit in a bank or banks designated in writing by Turkey the sum of ONE HUNDRED MILLION Dollars ($100,000,000).

SECTION 3.2 Date of Disbursement

Disbursement by A.I.D. will be deemed to occur on the date A.I.D. makes deposit to the bank or banks designated pursuant to Section 3.1.

ARTICLE IV

Special Covenant

SECTION 4.1

Turkey agrees that the assistance will be used for balance-of-payments financing and will not be used for financing military requirements of any kind, including the procurement of commodities or services for military purposes.

ARTICLE V

Miscellaneous

SECTION 5.1 Communications

Turkey undertakes to provide to A.I.D. such information relating to the economic and financial situation and related problems of Turkey as reasonably may be requested in writing by A.I.D. Any notice, request, documents or other communication submitted by either party

to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following address:

To TURKEY: Ministry of Finance
Government of the Republic of Turkey
Ankara, Turkey

To A.I.D.: Director
Office of Project Development
Near East Bureau
A.I.D.
Washington, D.C. 20523

All such communications will be in English, unless the parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice. Turkey, in addition, will provide the U.S. Embassy in Ankara with a copy of each communication sent to A.I.D.

SECTION 5.2 Representatives

For all purposes relevant to this Agreement, Turkey will be represented by the individual holding or acting in the office of Minister of Finance and A.I.D. will be represented by the U.S. Ambassador, each of whom, by written notice, may designate additional representatives. The names of the representatives of Turkey, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized an instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 5.3 Amendment

This Agreement may be amended by the execution of written amendments by the authorized representatives of both of the parties.

IN WITNESS WHEREOF, the Republic of Turkey and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

FOR THE UNITED STATES OF AMERICA	FOR THE REPUBLIC OF TURKEY
ROBERT STRAUSZ-HUPE	KAYA ERDEM
Robert Strausz-Hupe *American Ambassador*	Kaya Erdem *Minister of Finance*

ISRAEL

Economic Assistance: Stability Grant

Agreement signed December 31, 1981;
Entered into force December 31, 1981.

A.I.D. Grant No: 271-K-61

AGREEMENT

BETWEEN

THE GOVERNMENT OF ISRAEL

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACTING THROUGH

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: December 31, 1981

AGREEMENT, dated the 31st of December 1981 between the Government of Israel ("Israel") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties".

WHEREAS, A.I.D. intends to provide a total of Eight Hundred Six Million United States Dollars ($806,000,000) as cash assistance to Israel during Fiscal Year 1982 subject to the funds being made available by the Congress and the mutual agreement of the Parties to proceed, and

WHEREAS, Congress has not made the entire amount of such funds available at this time,

NOW THEREFORE, the Parties hereto agree as follows:

ARTICLE I

The Grant

To support the economic and political stability of Israel, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended[1], agrees to grant to Israel under the terms of this Agreement not to exceed Four Hundred Three Million United States Dollars ($403,000,000) (the "Grant").

[1] 75 Stat. 424; 22 U.S.C. § 2151.

ARTICLE II

Conditions Precedent to Disbursement

SECTION 2.1. Conditions Precedent

Prior to the disbursement of the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, Israel will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

A statement of the name of the person holding or acting in the office specified in Section 5.2, and of any additional representatives, together with a specimen signature of each person specified in such statement.

SECTION 2.2 Notification

When A.I.D. has determined that the conditions precedent specified in Section 2.1 have been met, it will promptly notify Israel.

SECTION 2.3. Terminal dates for Conditions Precedent

If all of the conditions specified in Section 2.1 have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Israel.

ARTICLE III

Disbursement

SECTION 3.1 Disbursement of the Grant

After satisfaction of the conditions precedent, A.I.D. will deposit in a bank designated by Israel the sum of Four Hundred Three Million United States Dollars ($403,000,000).

SECTION 3.2 Date of Disbursement

Disbursement by A.I.D. will be deemed to occur on the date A.I.D. makes deposit to the bank designated by Israel in accordance with Section 3.1.

ARTICLE IV

Special Covenants

SECTION 4.1. No Use for Military Purpose

It is the understanding of the Parties that the Grant will not be used for financing military requirements of any kind, including the procurement of commodities or services for military purposes.

SECTION 4.2. Use Only Within Pre-1967 Boundaries

Program uses of the Grant shall be restricted to the geographic areas which were subject to the Government of Israel administration prior to June 5, 1967.

ARTICLE V

Miscellaneous

SECTION 5.1 Communications

Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To Israel: Economic Minister
Embassy of Israel
3514 International Drive, N.W.
Washington, D. C. 20008

To A.I.D.: Director, Office of Project Development
Bureau for Near East
Agency for International Development
Washington, D. C. 20523

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of written notice.

SECTION 5.2 Representatives

For all purposes relevant to this Agreement, Israel will be represented by the individual holding or acting in the Office of Economic Minister, Embassy of Israel and A.I.D. will be represented by the individual holding or acting in the Office of Director, Office of Project Development, Bureau for Near East, each of whom, by written notice, may designate additional representatives for all purposes.

The names of the representatives of Israel, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 5.3. Amendment

This Agreement may be amended by the execution of written amendments by the authorized representatives of both of the Parties.

IN WITNESS WHEREOF, Israel and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as the day and year first above written.

GOVERNMENT OF ISRAEL

Dan Halperin
Minister, Economic Affairs

UNITED STATES OF AMERICA

W. Antoinette Ford
Assistant Administrator
Bureau for Near East

JAMAICA

Economic Assistance: Production and Employment

Agreement signed at Kingston December 29, 1981;
Entered into force December 29, 1981.

A.I.D. Loan Number 532-K-017

Project Number 532-0089

LOAN AGREEMENT

BETWEEN

THE GOVERNMENT OF JAMAICA

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACTING THROUGH

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

FOR

PRODUCTION AND EMPLOYMENT II LOAN

DATE: December 29, 1981

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PRODUCTION AND EMPLOYMENT II

LOAN AGREEMENT

BETWEEN THE

GOVERNMENT OF JAMAICA

AND THE

UNITED STATES OF AMERICA

By this Agreement made and entered into on the 29th day of December, 1981, the Government of Jamaica (hereinafter referred to as the "Borrower") and the United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D."), hereby agree as follows:

Section 1. The Loan

A. The Loan. For the purposes of providing immediate balance of payments support to the Borrower and to stimulate production, exports and employment in Jamaica, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to lend the Borrower under the terms of this Agreement not to exceed Thirty-eight Million United States ("U.S.") Dollars ($38,000,000) ("Loan"). The aggregate amount of disbursements under the Loan shall be referred to herein as "Principal."

B. Interest. The Borrower will pay to A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten (10) years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 5 hereof) of each respective disbursement, and will be payable semi-annually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

C. Repayment. The Borrower will repay to A.I.D. the Principal within twenty(20) years from the date of the first disbursement of the Loan in twenty-one (21) approximately equal semi-annual installments of Principal and interest. The first installment of Principal will be payable nine and one-half (9½) years after the date on which the first interest payment is due in accordance with Subsection B. A.I.D. will provide the Borrower with an amortization schedule in accordance with this Subsection after the final disbursement under the Loan.

D. Application, Currency, and Place of Payment. All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International

[1] 75 Stat. 424; 22 U.S.C. § 2151.

Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

E. Prepayment. Upon payment of all interest and any refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

F. Renegotiation of Terms.

(i) The Borrower and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of Jamaica, which enable the Borrower to repay the Loan on a shorter schedule.

(ii) Any request by either party to the other to so negotiate will be made pursuant to Section 12, and will give the name and address of the person or persons who will represent the requesting party in such negotiations.

(iii) Within thirty (30) days after delivery of a request to negotiate, the requested party will communicate to the other, pursuant to Section 12, the name and address of the person or persons who will represent the requested party in such negotiations.

(iv) The representatives of the parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested party's communication under clause (iii). The negotiations will take place at a location mutually agreed upon by the representatives of the parties, provided that, in the absence of mutual agreement, the negotiations will take place at the office of Borrower's Minister of Finance in Jamaica.

G. Termination on Full Payment. Upon payment in full of the Principal and accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under it will cease.

Section 2. Conditions Precedent to Disbursement.

A. First Disbursement. Prior to the first disbursement under this Agreement, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Borrower will, except as A.I.D. may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D.:

(i) an opinion of the Attorney General of the Borrower, or other counsel satisfactory to A.I.D., that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Borrower and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms;

(ii) a statement of the name or names of the persons holding or acting in the office of the Borrower specified in Section 13, and a specimen signature of each person specified in such statement; and

(iii) all reports due to A.I.D. at that time in accordance with the terms and conditions of the first Production and Employment Loan (No. 532-K-014) and a report relating to the U.S. goods and services imported thereunder.

B. Subsequent Disbursement. Prior to disbursement under this Agreement, or to the issuance of documentation pursuant to which disbursement will be made, in excess of $5,000,000, the Borrower will, except as A.I.D. may otherwise agree in writing, furnish or cause to be furnished to A.I.D., in form and substance satisfactory to A.I.D., evidence that:

(i) the Borrower is substantially meeting conditions contained in its agreement with the International Monetary Fund ("IMF"); and

(ii) the Borrower and the International Bank for Reconstruction and Development ("IBRD") have reached substantial agreement with respect to the proposed Structural Adjustment Loan.

Section 3. Notification. When A.I.D. has determined that the conditions precedent specified in Section 2 have been met, it will promptly notify the Borrower.

Section 4. Terminal Dates for Conditions Precedent.

A. First Disbursement. If the conditions specified in Section 2.A. have not been met within sixty (60) days from the date this Agreement is made and entered into, or such later date as A.I.D. may agree in writing, A.I.D., at its option, may terminate this Agreement by written notice to the Borrower.

B. Subsequent Disbursement. If the conditions specified in Section 2.B. have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Loan, and may terminate this Agreement by written notice to the Borrower. In the event of such termination, the Borrower will repay immediately the Principal then outstanding and any accrued interest; on receipt of such payments in full, this Agreement and all obligations of the Borrower and A.I.D. will terminate.

Section 5. Disbursement. Disbursement of the Loan funds made available under this Agreement will be made in two installments pursuant to requests for disbursement by the Borrower and subsequent to satisfaction of the Conditions Precedent to disbursement under Section 2. Each request for

disbursement will be submitted to the Mission Director, USAID Mission to Jamaica, in a form and in substance satisfactory to A.I.D. In accordance with each request for disbursement, A.I.D. will deposit the funds into an account of the Borrower at a United States bank in the United States designated by the Borrower.

Section 6. Terminal Date for Requesting Disbursement. The terminal date for requesting disbursements of Loan funds will be six (6) months from the date this Agreement was made and entered into, except as A.I.D. may otherwise agree in writing.

Section 7. Use of Local Currency. The Borrower agrees that currency of Jamaica equivalent in amount to the United States dollar disbursements hereunder shall be allocated to finance the local currency cost of development programs in Jamaica. The highest rate of exchange which is not unlawful in Jamaica on the date of dollar disbursements shall be used in determining the total amount required to be so allocated. Allocation of these funds will be as agreed upon by the Borrower and A.I.D. The Borrower will submit to A.I.D. Quarterly Activity Status Reports which will show actual disbursements by activity.

Section 8. Taxation. This Agreement and the amount to be loaned hereunder shall be free from any taxation or fees imposed under any laws in effect within Jamaica.

Section 9. Use of Funds.

A. Ineligible Procurement. The United States Dollar funds provided hereunder shall be available as free foreign exchange assets of the Borrower. However, the Borrower agrees that such funds shall not be used to finance military requirements of any kind including the procurement of commodities or services for military purposes and shall not be used to finance luxury items, food or pesticides which are not registered by the U.S. Environmental Protection Agency without restriction.

B. U.S. Imports. The Borrower agrees that within twelve (12) months of the date of each disbursement by A.I.D. of U.S. Dollar funds under this Agreement, the Borrower shall import or cause to be imported into Jamaica goods and/or services from the United States in an amount at least equivalent to the amount of each such disbursement. Documentation evidencing imports attributed to the funds provided under this Agreement shall be retained by the Bank of Jamaica as part of its files related to this Agreement and shall be available for review and/or audit in accordance with Section 10 hereof.

C. Imports Reports. The Borrower agrees that within fifteen (15) months of the date of each disbursement by A.I.D. of U.S. dollar funds under this Agreement, the Borrower will submit to A.I.D. a list of the goods and/or

services against which the Borrower attributed the United States Dollar loan proceeds pursuant to Section 9.B.

Section 10. Records. The Borrower agrees to maintain financial records relating to the utilization of U.S. Dollar funds loaned by A.I.D. under this Agreement, and to local currency funds allocated pursuant to this Agreement, by use of the Borrower's usual accounting procedures, which shall follow generally accepted accounting procedures. All such financial records shall be maintained for at least three years after the final disbursement, and shall be made available at any reasonable time to authorized representatives of A.I.D. for the purpose of examination and inspection.

Section 11. Termination; Remedies.

A. Cancellation by Borrower. The Borrower may, by giving A.I.D. thirty (30) days written notice, cancel any part of the Loan which has not been disbursed.

B. Events of Default; Acceleration. It will be an "Event of Default" if Borrower shall have failed:

(i) to pay when due any interest or installment of Principal required under this Agreement; or

(ii) to comply with any other provision of this Agreement; or

(iii) to pay when due any interest or installment of Principal or other payment required under any other loan, guaranty or other agreement between the Borrower or any of its agencies and A.I.D. or any of its predecessor agencies.

If an Event of Default shall have occurred, then A.I.D. may give the Borrower notice that all or any part of the unrepaid Principal will be due and payable sixty (60) days thereafter, and, unless such Event of Default is cured within that time, such unrepaid Principal and accrued interest hereunder will be due and payable immediately.

C. Suspension. If at any time:

(i) an Event of Default has occurred; or

(ii) an event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purpose of the Loan will be attained or that the Borrower will be able to perform its obligations under this Agreement; or

(iii) any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or

(iv) the Borrower shall have failed to pay when due any interest, installment of principal or other payment required under any other loan, guaranty, or other agreement between the Borrower or any of its agencies and the Government of the United States or any of its agencies;

Then A.I.D. may decline to make any disbursements under this Agreement.

D. Cancellation by A.I.D. If, within sixty (60) days from the date of any suspension of disbursements pursuant to Section 11.C., the cause or causes thereof have not been corrected, A.I.D. may cancel any part of the Loan that is not then disbursed.

E. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursements, or acceleration of repayment, the provisions of this Agreement will continue in effect until the payment in full of all Principal and accrued interest hereunder.

F. Nonwaiver of Remedies. No delay in exercising any right or remedy accruing to a Party in connection with its financing under this Agreement will be construed as a waiver of such right or remedy.

Section 12. Communications. Any notice, request, document or other communication submitted by either party to the other under this Agreement will be in writing or by telegram, cable or radiogram, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Borrower:

The Financial Secretary
Ministry of Finance
30 National Heroes Circle
Kingston 4

To A.I.D.:

USAID Mission to Jamaica
American Embassy Kingston
Kingston, Jamaica

Section 13. Representatives. For all purposes relevant to this Agreement, the Borrower will be represented by the individual holding or acting in the office of the Minister of Finance, and A.I.D. will be representated by the individual holding or acting in the office of the Mission Director, USAID Mission to Jamaica, each of whom, by written notice, may designated additional representatives. The names of the representatives of the Borrower, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

IN WITNESS WHEREOF, the Government of Jamaica and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF JAMAICA

By: [1]

Title: Minister of Finance

UNITED STATES OF AMERICA

By: [2]

Title: Assistant Secretary of State

By: [3]

Title: Ambassador

By: [4]

Acting Director USAID

Title: Mission to Jamaica

[1] Edward P. G. Seaga.

[2] Thomas O. Enders.

[3] Loren E. Lawrence.

[4] Frank L. Morris.

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending and extending the agreement of June 2, 1977, as amended.
Effected by exchange of letters
Signed at Mexico October 14, 1981;
Entered into force October 14, 1981.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
MEXICO, D.F.

OCTOBER 14, 1981

His Excellency
Lic. OSCAR FLORES
Attorney General of the Republic
E.C. Lazaro Cardenas No. 9
Mexico 1, D.F.

DEAR MR. ATTORNEY GENERAL:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, in order to extend the period of time covered by the agreement of June 2, 1977 by a period of one year and to increase by U.S. $1,000,000 the funding provided under that same agreement, as amended ten times thereafter.[1] It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States therefore agrees to delete the phrase, "and supply support within a four year period," in the second paragraph of our letter dated June 2, 1977, as previously amended, and substitute therefor the phrase, "and supply support within a five year period."

The Government of the United States therefore further agrees to delete the phrase, "Twenty-Five Million, Five Hundred and Ninety-Six Thousand, Two Hundred and Thirty-Five Dollars (U.S. $25,596,-235)" in the second paragraph of our same letter, as previously amended, and substitute therefor the phrase, "Twenty-Six Million, Five Hundred and Ninety-Six Thousand, Two Hundred and Thirty-Five Dollars (U.S. $26,596,235).

Finally, the Government of the United States further agrees to delete the phrase, "the provision of further funds for an additional two years" in the second paragraph of our same letter and substitute therefor the phrase, "the provision of further funds for an additional three years."

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[1] TIAS 8952, 9251, 9637, 9695, 9749, 9933, 9963, 10249; 29 UST 2496; 30 UST 1285; 31 UST 4760, 5913; 32 UST 992, 4157, 4525; *ante*, p. 3693.

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

JOHN GAVIN

John Gavin
Ambassador

The Mexican Attorney General to the American Ambassador

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., octubre 14 de 1981.

EXCELENTISIMO SEÑOR
JOHN GAVIN,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
Presente.

Excelentísimo señor Embajador:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, para efectos de extender el período cubierto por el convenio de fecha 2 de junio de 1977 por un período adicional de un año, y aumentar por U.S. -- $1,000,000 los fondos proporcionados por el citado convenio, a su vez enmendado en diez ocasiones subsiguientes. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase, "y apoyo de abastecimiento dentro de un período de cuatro años," en el segundo párrafo de nuestra carta de fecha 2 de junio de 1977, como previamente enmendada, y substituir la frase, "y apoyo de abastecimiento dentro de un período de cinco años."

El Gobierno de los Estados Unidos, nuevamente, está de acuerdo en suprimir la frase, "Veinticinco Millones, Quinientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. - - - - - $25,596,235),"en el segundo párrafo de nuestra carta de fecha de 2 de junio de 1977, como previamente enmendada, y substituir la frase, "Veintiseis Millones, Quinientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $26,596,235)."

En conclusión, el Gobierno de los Estados Unidos está de acuerdo además en suprimir la frase, "el suministro de fondos adicionales por dos años más," en el segundo párrafo de dicha carta, y substituir la frase, "el suministro de fondos adicionales por tres años más."

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un convenio entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES

TRANSLATION

United Mexican States
Office of the Attorney General of the Republic

Mexico, D.F., October 14, 1981

Mr. Ambassador:

I take pleasure in acknowledging receipt of Your Excellency's note of October 14, 1981, which, translated into Spanish, reads as follows:

[For text of English Language, see pp. 4082-4083.]

I wish to inform you that the Government of Mexico is in agreement with the terms of the transcribed note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

His Excellency
John Gavin,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Mexico, D.F.

FEDERAL REPUBLIC OF GERMANY

Space Research: Active Magnetospheric Particle Tracer Explorers

Memorandum of understanding signed at Washington October 15, 1981;
Entered into force October 15, 1981.

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND
THE FEDERAL MINISTER FOR RESEARCH AND TECHNOLOGY OF THE
FEDERAL REPUBLIC OF GERMANY
ON THE PROJECT OF
ACTIVE MAGNETOSPHERIC PARTICLE TRACER EXPLORERS

The National Aeronautics and Space Administration (NASA) of the United States of America and the Federal Minister for Research and Technology (BMFT) of the Federal Republic of Germany as the parties to this Memorandum of Understanding:

recalling with satisfaction the considerable amount of cooperation already conducted between them in the area of space science;

desiring to extend the fruitful cooperation developed in previous space projects;

convinced that such cooperation will continue to produce benefits to both Parties;

have agreed as follows:

Article 1 - Purpose

NASA and BMFT each set forth in this Memorandum of Understanding their general understandings as to the general responsibilities of the Parties and the terms and conditions under which they have agreed to undertake a cooperative spacecraft project, the Active Magnetospheric Particle Tracer Explorers (hereinafter referred to as AMPTE), which utilizes two spacecraft to investigate sun-earth coupling by active experimentation.

Article 2 - Mission

The primary scientific objective of the mission is to study the entry of solar wind ions into the magnetosphere and the processes by which particles are energized in the magnetospheric tail. Tracer ions (lithium and barium) will be released and measured in the solar wind and within the distant magnetosphere. The AMPTE mission will also seek to obtain

comprehensive measurements of the composition and dynamics of the natural charged particle populations within the Earth's magnetosphere. Furthermore, it is intended to study, by in-situ measurements and by remote optical observations, the interactions of released and ambient plasmas.

In addition, the mission will serve to establish values of physical parameters necessary for planning and execution of active experiments on Shuttle/Spacelab missions.

To carry out this project, NASA and BMFT plan to develop and launch two spacecraft. The Charge Composition Explorer (CCE) will be launched in 1984 on a Delta vehicle into a highly elliptical orbit with an apogee of eight Earth radii. The Ion Release Module (IRM) will be launched on the same vehicle with an additional kick stage to place it in a highly elliptical orbit with an apogee of about twenty Earth radii. Ion releases will be made by the IRM and ions will be detected by the CCE. Ground observations will supplement the spacecraft data.

Article 3 - Responsibilities of NASA

To implement this cooperative project, NASA will use its best efforts to carry out the following responsibilities:

(a) Design, fabricate, test, integrate and prepare for launching a complete CCE spacecraft, including its apogee kick stage.

(b) Provide the CCE Medium Energy Particle Analyzer (MEPA).

(c) Provide the CCE Hot Plasma Composition Experiment (HPCE).

(d) Provide the collimator, time-of-flight section, and the high voltage power supplies for the CCE Charge Energy Mass Spectrometer (CHEM).

(e) Provide specifications of the environmental conditions in the launch vehicle and the appropriate mechanical and electrical interfaces to the BMFT for use in preparing the IRM for launch.

(f) Launch the CCE and the IRM on the same Delta launch vehicle.

(g) Conduct tracking and telemetry operations for the CCE as defined in the NASA/BMFT AMPTE Project Plan (as defined in Article 5d) and the Support Instrumentation Requirements Document (SIRD).

(h) Provide periodic tracking and telemetry support for the IRM as mutually agreed and defined in the NASA/BMFT AMPTE Project Plan and SIRD.

(i) Process CCE science data, and provide these data to the Investigators in a form suitable for scientific analysis.

(j) Arrange for procurement of the IRM perigee kick stage. The cost will be shared equally by NASA and BMFT. A Deposit Account at NASA will be used for this purpose.

Article 4 - Responsibilities of BMFT

BMFT will use its best efforts to carry out the following responsibilities:

(a) Design, fabricate, test, integrate and prepare for launching a complete IRM spacecraft, including the chemical release canisters and a magnetometer, and deliver it to the Kennedy Space Center.

(b) Provide additional diagnostic instrumentation on the IRM, provided the agreed primary mission objectives and the presently scheduled launch date are not impacted.

(c) Select, integrate and prepare for launching the IRM perigee kick stage.

(d) Provide analog electronics and data processing unit (DPU) for the CHEM instrument and support the participation of the Max Planck Institute for Aeronomy (MPAE) in the CHEM operations and analysis.

(e) Support the participation of the Max Planck Institute for Physics and Astrophysics in the part development of electron sensors of the HPCE.

(f) Support the participation of German personnel in Joint Working Group and review meetings, integration, launch, and operations activities and observation campaign in the U.S. and elsewhere.

(g) Conduct tracking and telemetry operations for the IRM as defined in the NASA/BMFT AMPTE Project Plan.

(h) Process and provide IRM orbital and science data to the Investigators in a form suitable for scientific analysis.

(i) Coordinate, in consultation with NASA, ground-based, airborne and other geophysical observations prior to and during the chemical releases.

(j) Support the procurement of the IRM perigee kick stage on a cost-shared basis as noted in Article 3, paragraph (j).

Article 5 - Management

(a) The NASA will establish an AMPTE Project Office to provide for project planning and management. This office will be responsible for the overall design, fabrication, test, integration, in-orbit verification and operation of the CCE as well as the launch of both the CCE and the IRM spacecraft. The Project Office will be headed by an AMPTE Project Manager, designated by NASA. Responsibility for management of the AMPTE project resides with the AMPTE Project Manager.

(b) The NASA AMPTE Project Manager will be responsible for representing the AMPTE payload (CCE and IRM) in all payload/Delta vehicle integration activities at the Kennedy Space Center.

(c) The BMFT will designate an AMPTE Project Manager, who will be responsible for the overall design, fabrication, test, integration, delivery, in-orbit verification and operation of the IRM.

(d) The two Project Managers will prepare and agree to a NASA/BMFT AMPTE Project Plan, which will then be approved by NASA and the BMFT. This Plan will contain detailed statements as to how this cooperative project is to be carried out, including mission planning, spacecraft and instrument description, interface requirements, number of models and hardware parts, necessary documentation and software, delivery schedules, planned testing, provisions for configuration control, data format compatibility and such other technical information as the Project Managers, or NASA and the BMFT, deem to be necessary for project control. The Project Plan may be amended by mutual agreement of the Project Managers. In case of conflict between the Project Plan and this Memorandum of Understanding (MOU), the MOU will prevail.

(e) An AMPTE Joint Working Group (JWG) will be established under the co-chairmanship of the Project Managers. The NASA and BMFT Program Managers and Program Scientists will be Ex-Officio members of the JWG. Its purpose will be to assure technical coordination between NASA and BMFT during implementation of the Project and to assist in resolving questions of mutual interface. The JWG may form committees as appropriate to assist in carrying out its responsibilities.

(f) The Project Managers will decide all issues where this Memorandum of Understanding calls for mutual agreement. If they are unable to come to an agreement on a particular issue, the issue will be resolved by mutual agreement between the NASA

Director of the Solar Terrestrial and Astrophysics Division and the responsible BMFT official. If agreement is not reached, the matter will be referred to the responsible NASA Associate Administrator and the responsible BMFT official, subject to the application of the Provisions of Article 15 of this Memorandum of Understanding.

(g) Each party will designate a Principal Investigator. They are responsible for the development of the scientific investigations for the mission and for assuring that the data are effectively used and that the results are expeditiously produced.

(h) A Joint Science Working Group will be established under the co-chairmanship of the two Principal Investigators. This group will discuss all scientific aspects of the mission and advise the Project Managers in the fulfillment of their responsibilities.

Article 6 - Flight Readiness

NASA after consultation with the BMFT, will make final determination of the overall readiness of AMPTE for launching. This determination will be based on periodic reviews such as concept, design, acceptance, safety and flight readiness reviews. The CCE reviews will be conducted and chaired by NASA with BMFT in attendance. The IRM reviews will be co-chaired by BMFT and NASA. These reviews will address the concept of design and readiness for flight of both AMPTE spacecraft. Both sides will furnish engineering and programmatic data as agreed by the Project Managers.

Article 7 - Data Rights

(a) The information concerning environmental conditions, safety requirements, peaceful purposes, interface and integration to be exchanged between the Parties will be provided without restrictions.

(b) All AMPTE Investigators will be expected to share data with one another, under procedures to be decided by the AMPTE Joint Science Working Group, in order to obtain the planned scientific return from the mission. The investigator team will have a period of one year from acquisition of the data to perform verification and calibration in order to provide suitable data sets for general release to the scientific community and summaries for deposit in the National Space Science Data Center. Such records will then be available to the international scientific community through the World Data Center for Rockets and Satellites.

(c) The results obtained from AMPTE will be made available to the scientific community in general through publication in appropriate journals or other established channels as soon as practicable and consistent with good scientific practice. In the event such reports or publications are copyrighted, BMFT and NASA shall have a royalty free right under the copyright to reproduce and use such copyrighted work for their purposes.

(d) Without prejudice to the first publication rights of Investigators, raw scientific data from AMPTE will be available for use by NASA and BMFT.

Article 8 - Specifications and Standards

The AMPTE Project Managers will review and mutually agree as to which standards and specifications will be considered to constitute the requirements for control purposes in the AMPTE Project. The agreed standards and specifications, and their exceptions, if any, will be referenced as part of the NASA/BMFT AMPTE Project Plan.

Article 9 - Funding Arrangements

NASA and BMFT will each bear the costs of discharging their respective responsibilities, including travel and subsistence of its own personnel and transportation charges on all equipment for which it is responsible.

Article 10 - Customs

NASA and BMFT will each use their best efforts to arrange in their respective countries for free customs clearance of equipment required in this project.

Article 11 - Public Information

Release of public information regarding the joint project may be made by NASA and BMFT for their own portion of the project as desired and, insofar as the participation of the other is involved, after suitable consultation.

Article 12 - Liability

NASA and BMFT agree that, with respect to injury or damage to persons or property involved in operations undertaken pursuant to this cooperative effort, neither NASA or BMFT shall make any claim with respect to injury to or death of its own or its contractors' or its subcontractors' or other users' employees or damage to its own or its contractors' or its subcontractors' or other users' property caused by NASA, BMFT or any other person involved in such operations, whether such injury, death or damage arises through negligence or otherwise.

In the event of damage to other persons or property, for which damage there is liability under international law or the principles of the Convention on International Liability for Damage caused by Space Objects,[1] NASA and BMFT shall consult promptly on an equitable sharing of any payments that have been or may be agreed in settlement.

Each party shall be liable and agrees to indemnify the other party, for any patent infringement costs incurred as a result of items and processes provided by it or its contractors or subcontractors in the course of this project.

Article 13 - Limits of Obligation

It is understood that the ability of the BMFT and NASA to carry out their obligations is subject to their respective funding procedures.

Article 14 - Scope of Applicability

This agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the United States of America within three months of the date of entry into force of this agreement.

Article 15 - Amendments

Each party may propose to the other amendments to this Memorandum of Understanding in writing. Such amendments shall be established by mutual agreement of the Parties.

Article 16 - Entry into Force and Termination

This agreement shall enter into force on the date of signature thereof, and shall remain in effect until three years after launch of the AMPTE and thereafter, unless after that date either party should terminate. Notice to terminate is to be given with one-year's notice.

Done the 15th day of October, 1981, in duplicate in the English and German languages, both texts being equally authentic.

[2]
The Administrator of the United States National Aeronautics and Space Administration

[3]
The Federal Minister for Research and Technology of the Federal Republic of Germany

[1] Done Mar. 29, 1972. TIAS 7762; 24 UST 2389.
[2] James M. Beggs.
[3] Andreas von Bulow.

VEREINBARUNG

ZWISCHEN

DEM BUNDESMINISTER FÜR FORSCHUNG UND TECHNOLOGIE

DER

BUNDESREPUBLIK DEUTSCHLAND

UND

DER NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

DER

VEREINIGTEN STAATEN VON AMERIKA

ÜBER DAS PROJEKT

AKTIVES MAGNETOSPHÄREN-PLASMA-EXPERIMENT MIT SPURENIONEN

Der Bundesminister für Forschung und Technologie (BMFT) der Bundesrepublik Deutschland und die National Aeronautics and Space Administration (NASA) der Vereinigten Staaten von Amerika, als Vertragsparteien dieser Vereinbarung in Anbetracht der bisher bereits zur Zufriedenheit durchgeführten

umfangreichen Zusammenarbeit zwischen den Vertragsparteien auf dem Gebiet der Weltraumforschung;

von dem Wunsch geleitet, die bei früheren Weltraumprojekten entwickelte fruchtbare Zusammenarbeit auszuweiten;

in der Überzeugung, daß eine solche Zusammenarbeit beiden Vertragsparteien auch in Zukunft Nutzen bringen wird -

haben folgendes vereinbart:

Artikel 1 - Zweck

Das BMFT und die NASA legen in dieser Vereinbarung ihre allgemeinen Absprachen über die allgemeinen Verpflichtungen der Vertragsparteien und die Bedingungen fest, zu denen sie übereingekommen sind, ein gemeinsames Satellitenprojekt durchzuführen, und zwar ein Aktives Magnetosphären-Plasma-Experiment mit Spurenionen (Active Magnetospheric Particle Tracer Explorers), im folgenden AMPTE genannt, das sich auf zwei Raumfahrzeuge zur Erforschung der Wechselwirkung zwischen Sonne und Erde mittels aktiver Experimente stützt.

Artikel 2 - Vorhaben

Wissenschaftliches Hauptziel des Vorhabens ist die Untersuchung, wie die Ionen des solaren Windes in die Magnetosphäre eintreten und welche Prozesse den Teilchen im Magnetosphärenschweif Energie zuführen. Dazu werden Spurenionen (Lithium und Barium) ausgestoßen sowie im solaren Wind und in den

äußeren Bereichen der Magnetosphäre gemessen. Das AMPTE-Vorhaben soll ferner umfassende Meßwerte über Zusammensetzung und Dynamik der natürlichen Ladungsträger in der Erdmagnetosphäre erbringen. Weiterhin soll durch Messungen vor Ort und optische Fernbeobachtungen die Wechselwirkung zwischen dem ausgestoßenen und dem vorhandenen Plasma untersucht werden.

Zusätzlich soll das Vorhaben zur Bestimmung der Werte physikalischer Meßgrößen dienen, die für die Planung und Durchführung aktiver Experimente bei SHUTTLE/SPACELAB-Vorhaben notwendig sind.

Zur Durchführung dieses Projekts planen BMFT und NASA die Entwicklung und den Start zweier Raumfahrzeuge. Der Diagnose-Satellit (Charge Composition Explorer (CCE)) wird 1984 mit einer DELTA-Rakete in eine stark elliptische Umlaufbahn mit einem Apogäum von 8 Erdradien gebracht. Der Ionenausstoß-Modul (Ion Release Module (IRM)) wird mit derselben Trägerrakete gestartet und mit einem zusätzlichen Motor ausgerüstet, um den Modul in eine stark elliptische Umlaufbahn mit einem Apogäum von ungefähr 20 Erdradien zu bringen. Der Ionenausstoß erfolgt durch das IRM, der Nachweis von Ionen durch den CCE. Bodenbeobachtungen ergänzen die Raumfahrzeugdaten.

Artikel 3 - Aufgaben der NASA

Zur Durchführung dieses gemeinsamen Projekts wird NASA alle Anstrengungen unternehmen, um folgende Aufgaben zu erfüllen:

a) Entwurf, Bau, Erprobung, Integration und Startvorbereitung des vollständigen CCE-Raumfahrzeugs einschließlich des Apogäummotors;

b) Beistellung des CCE-Teilchenanalysators für mittlere Energien (Medium Energy Particle Analyzer (MEPA));

c) Beistellung des CCE-Experiments, Zusammensetzung der heißen Plasmakomponente (Hot Plasma Composition Experiment (HPCE));

d) Beistellung des Kollimators, des Flugzeitmeßteils und des Hochspannungsteils für das CCE-Teilchenspektrometer für Ladung, Energie und Masse (Charge Energy Mass Spectrometer (CHEM));

e) Beistellung von Angaben über die Umweltbedingungen in der Trägerrakete und die geeigneten mechanischen und elektrischen Schnittstellen an das BMFT zur Verwendung bei der Vorbereitung des IRM für den Start.

f) Start von CCE und IRM mit derselben DELTA-Trägerrakete;

g) Wahrnehmung des Bahnverfolgungs- und Telemetriebetriebs für den CCE nach Maßgabe des BMFT/NASA AMPTE-Projektplans im Sinne des Artikels 5, Buchstabe d) und des Dokuments über Hilfsinstrumentierungserfordernisse (Support Instrumentation Requirements Document (SIRD));

h) regelmäßige Unterstützung bei Bahnverfolgung und Telemetrie für das IRM nach gemeinsamer Absprache sowie Maßgabe des BMFT/NASA AMPTE-Projektplans und des SIRD-Dokuments;

i) Aufbereitung der wissenschaftlichen Daten des CCE und deren Übermittlung an die Experimentatoren in einer für die wissenschaftliche Auswertung geeigneten Form;

j) Vorbereitung der Beschaffung eines IRM-Perigäummotors. Die Kosten werden zu gleichen Teilen von BMFT und NASA getragen. Zu diesem Zweck wird ein Konto der NASA benutzt.

Artikel 4 - Aufgaben des BMFT

Das BMFT wird alle Anstrengungen unternehmen, um folgende Aufgaben zu erfüllen:

a) Entwurf, Bau, Erprobung, Integration und Startvorbereitung eines vollständigen IRM-Raumfahrzeugs, einschließlich der chemischen Ausstoßbehälter und eines Magnetometers sowie Transport zum Kennedy Space Center;

b) Beistellung einer zusätzlichen diagnostischen Instrumentierung für das IRM, sofern die vereinbarten Hauptziele des Vorhabens und der gegenwärtig geplante Starttermin nicht berührt werden.

c) Auswahl, Integration und Startvorbereitung des IRM-Motors;

d) Beistellung der Analogelektronik und der Datenverarbeitungseinheit (Data Processing Unit (DPU)) für das CHEM-Experiment; Unterstützung der Teilnahme des Max-Planck-Instituts für Aeronomie (MPAE) an Betrieb und Datenauswertung von CHEM;

e) Unterstützung der Teilnahme des Max-Planck-Instituts für Physik und Astrophysik an der Teilentwicklung von Elektronensensoren für das HPCE-Experiment;

f) Unterstützung der Teilnahme deutschen Personals an Sitzungen der Gemeinsamen Arbeitsgruppe, an Prüfbesprechungen, Integrations-, Start- und Betriebsmaßnahmen sowie an der Beobachtungskampagne in den Vereinigten Staaten oder andernorts;

g) Wahrnehmung des Bahnverfolgungs- und Telemetriebetriebs für das IRM nach Maßgabe des BMFT/NASA AMPTE-Projektplans;

h) Aufbereitung der IRM-Bahn- und wissenschaftlichen Daten und deren Übermittlung an die Wissenschaftler in einer für die wissenschaftliche Auswertung geeigneten Form;

i) Koordinierung der Beobachtungen vom Boden und Flugzeug aus sowie anderer geophysikalischer Beobachtungen vor und während der Durchführung der chemischen Ausstoßexperimente, in Absprache mit der NASA;

j) Unterstutzung bei der Beschaffung des IRM-Perigäum-motors auf Kostenteilungsbasis gemäß Artikel 3 Ziffer j).

Artikel 5 - Betreuung

a) Zur Planung und Betreuung des Projekts setzt die NASA eine AMPTE-Projektstelle ein. Diese Stelle wird verantwortlich sein für Gesamtentwurf, -bau, -erprobung und -integration des CCE-Raumfahrzeugs sowie dessen Überwachung und Betrieb in der Umlaufbahn, ferner für den Start des CCE- und des IRM-Raumfahrzeugs. Die Projektstelle untersteht einem von der NASA ernannten AMPTE-Projektleiter. Die Betreuung des AMPTE-Projekts obliegt dem AMPTE-Projektleiter.

b) Es ist Aufgabe des NASA-AMPTE-Projektleiters, die AMPTE-Nutzlast (CCE und IRM) bei allen Nutzlast-Delta-Integrationsmaßnahmen auf dem Kennedy Space Center zu vertreten.

c) Der BMFT ernennt einen AMPTE-Projektleiter, der für Gesamtentwurf, -bau, -erprobung, -integration und -lieferung des IRM-Raumfahrzeuges sowie dessen Überwachung und Betrieb in der Umlaufbahn verantwortlich ist.

d) Die beiden Projektleiter arbeiten einvernehmlich einen BMFT/NASA AMPTE-Projektplan aus, der sodann von der NASA und dem BMFT genehmigt wird. Dieser Plan wird Einzelangaben darüber enthalten, wie das gemeinsame

Projekt durchzuführen ist, einschließlich Vorhabenplanung, Raumfahrzeug- und Instrumentenbeschreibung, Schnittstellenanforderungen, Anzahl von Modellen und Bauteilen, notwendige Dokumentation und Rechenprogramme, Liefertermine, geplante Erprobung, Maßnahmen zur Konfigurationskontrolle, Verträglichkeit der Datenformate und alle anderen technischen Angaben, welche die Projektleiter, das BMFT oder die NASA zur Projektüberwachung für erforderlich halten. Der Projektplan kann im Einvernehmen zwischen den Projektleitern ergänzt werden. Im Falle eines Widerspruchs zwischen dem Projektplan und dieser Vereinbarung ist die Vereinbarung maßgebend.

e) Es wird eine gemeinsame AMPTE-Arbeitsgruppe (AMPTE Joint Working Group (JWG)) unter dem gemeinsamen Vorsitz der beiden Projektleiter eingesetzt. Die Programmleiter des BMFT und der NASA sowie die Programmwissenschaftler sind von Amts wegen Mitglieder der JWG. Die Gruppe dient dem Zweck, die technische Koordination zwischen der NASA und dem BMFT während der Projektdurchführung sicherzustellen und bei der Lösung gemeinsam interessierender Fragen mitzuwirken. Die JWG kann, falls nötig, Untergruppen bilden, die sie bei der Erfüllung ihrer Aufgaben unterstützen.

f) Die Projektleiter entscheiden alle Fragen, in denen diese Vereinbarung Übereinstimmung verlangt. Können sie in einer bestimmten Frage keine Übereinstimmung erzielen, so wird die Frage einvernehmlich zwischen dem NASA-Direktor der Solar-Terrestrischen und Astrophysikalischen Abteilung (NASA Director of the Solar-

Terrestrial and Astrophysics Division) und dem zuständigen BMFT-Mitarbeiter geklärt. Kommt ein Einvernehmen nicht zustande, so wird die Angelegenheit an den zuständigen Beigeordneten Leiter der NASA und den zuständigen BMFT-Mitarbeiter überwiesen, vorbehaltlich der Anwendung des Artikels 15.

g) Jede Vertragspartei ernennt einen hauptverantwortlichen Wissenschaftler. Die beiden Wissenschaftler sind für die Entwicklung der wissenschaftlichen Untersuchungen des Vorhabens verantwortlich und stellen sicher, daß die Daten wirksam genutzt und die Ergebnisse ohne Zeitverlust vorgelegt werden.

h) Es wird eine gemeinsame wissenschaftliche Arbeitsgruppe (Joint Science Working Group) unter dem gemeinsamen Vorsitz der beiden hauptverantwortlichen Wissenschaftler eingesetzt. Diese Gruppe erörtert alle wissenschaftlichen Aspekte des Vorhabens und berät die Projektleiter bei der Erfüllung ihrer Aufgaben.

Artikel 6 - Flugtauglichkeit

Nach Beratung mit dem BMFT trifft die NASA die endgültige Entscheidung über die Startbereitschaft von AMPTE. Diese Entscheidung wird sich auf regelmäßige Prüfungen gründen, wie z.B. Konzept-, Entwurfs-, Abnahme-, Sicherheits- und Flugtauglichkeitsprüfungen. Die Prüfungen des CCE werden

unter Vorsitz der NASA und in Anwesenheit von BMFT-Vertretern abgehalten. Bei den Prüfungen des IRM führen das BMFT und die NASA gemeinsam den Vorsitz. Diese Prüfungen beziehen sich auf das Entwurfskonzept und Flugtauglichkeit beider AMPTE-Raumfahrzeuge. Nach Abstimmung zwischen den Projektleitern stellen beide Seiten technische und Programmunterlagen zur Verfügung.

Artikel 7 - Urheberrechte an den Daten

a) Die Unterrichtung über Umgebungsbedingungen, Sicherheitsanforderungen, friedliche Zweckbestimmungen, Schnittstellen und Integration, die zwischen beiden Seiten stattfindet, unterliegt keinerlei Einschränkungen.

b) Es wird von allen AMPTE-Wissenschaftlern erwartet, daß sie sich Daten nach den von der Gemeinsamen Wissenschaftlichen Arbeitsgruppe von AMPTE festzulegenden Verfahren gegenseitig zur Verfügung stellen, um die geplante wissenschaftliche Ausbeute des Vorhabens zu erreichen. Den Wissenschaftlern steht vom Empfang der Daten an ein Zeitraum von einem Jahr für die Datenüberprüfung und -bestimmung zur Verfügung, um geeignete Datensätze zur allgemeinen Freigabe an die Fachwelt vorzulegen und Zusammenfassungen zur Aufbewahrung im National Space Science Data Center zu erstellen. Diese Unterlagen stehen sodann der internationalen Fachwelt über das Weltdatenzentrum für Raketen und Satelliten (World Data Center for Rockets and Satellites) zur Verfügung.

c) Die Ergebnisse von AMPTE werden der wissenschaftlichen Welt im allgemeinen durch Veröffentlichungen in Fachzeitschriften oder in sonst üblicher Weise zur Verfügung gestellt, soweit dies tunlich ist und bewährten wissenschaftlichen Gepflogenheiten entspricht. Sind derartige Berichte oder Veröffentlichungen urheberrechtlich geschützt, so haben das BMFT und die NASA das gebührenfreie Recht, diese urheberrechtlich geschützten Arbeiten für ihre Zwecke zu reproduzieren und zu benutzen.

d) Wissenschaftliche Rohdaten von AMPTE stehen unbeschadet des Erstveröffentlichungsrechts der Wissenschaftler dem BMFT und der NASA zur Verfügung.

Artikel 8 - Spezifikationen und Normen

Die AMPTE-Projektleiter prüfen und vereinbaren die Normen und Spezifikationen, die als maßgeblich für alle Überprüfungszwecke des AMPTE-Projekts gelten sollen. Die vereinbarten Normen und Spezifikationen sowie etwaige Ausnahmen werden als Teil des BMFT/NASA AMPTE-Projektplans in Bezug genommen.

Artikel 9 - Finanzierungsvereinbarungen

Das BMFT und die NASA tragen jeweils die Kosten, die aus der Erfüllung der jeweiligen Aufgaben entstehen, einschließlich

Reise- und Tagegelder der eigenen Mitarbeiter sowie Transportkosten für alle Geräte, für die sie jeweils zuständig sind.

Artikel 10 - Zoll

Das BMFT und die NASA unternehmen alle Anstrengungen, um jeweils in ihrem Land die freie Zollabfertigung aller für das Projekt benötigten Geräte zu erreichen.

Artikel 11 - Unterrichtung der Öffentlichkeit

Das BMFT und die NASA können die Öffentlichkeit, soweit der eigene Projektanteil betroffen ist, nach Belieben, soweit die Teilnahme der anderen Seite betroffen ist, nach entsprechender Rücksprache über das gemeinsame Projekt unterrichten.

Artikel 12 - Haftung

Das BMFT und die NASA kommen überein, daß hinsichtlich Schäden, die bei der Durchführung dieses Gemeinschaftsvorhabens eingesetzte Personen oder Sachen erleiden, weder das BMFT noch die NASA irgendwelche Ansprüche stellt wegen Verletzung oder Todes eines eigenen Beschäftigten oder eines Beschäftigten eines Auftragnehmers oder Unterauftragnehmers oder anderen Benutzers oder wegen Beschädigung eigener Vermögensgegenstände oder von Vermögensgegenständen eines Auftragnehmers oder Unterauftragnehmers oder anderen Benutzers, verursacht von dem BMFT, der NASA oder einem mit

der Durchführung diese Vorhabens eingesetzten Dritten, gleichgültig ob die Verletzung, der Tod oder die Beschädigung durch Fahrlässigkeit oder in anderer Weise verursacht wird.

Bei Personen- oder Sachschäden Dritter, für die eine Haftung nach Völkerrecht oder den Grundsätzen des Übereinkommens über die völkerrechtliche Haftung für Schäden durch Weltraumgegenstände besteht, werden sich das BMFT und die NASA umgehend über eine gerechte Teilung der Zahlungen konsultieren, die zur Beilegung des Falles gewährt wurden oder werden.

Jede Vertragspartei ist einverstanden und haftet dafür, die andere Vertragspartei für etwaige Kosten wegen Patentverletzungen zu entschädigen, die bei der Verwendung der von ihr, ihren Auftragnehmern oder Unterauftragnehmern im Rahmen des Projekts zur Verfügung gestellten Gegenstände oder Verfahren entstehen.

Artikel 13 - Einschränkung der Verpflichtungen

Es gilt als vereinbart, daß das BMFT und die NASA ihren Verpflichtungen gemäß den jeweils geltenden Haushaltsverfahren nachkommen werden.

Artikel 14 - Anwendungsbereich

Diese Vereinbarung gilt auch für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland

gegenüber der Regierung der Vereinigten Staaten von Amerika innerhalb von drei Monaten nach Inkrafttreten der Vereinbarung eine gegenteilige Erklärung abgibt.

Artikel 15 - Änderungen und Ergänzungen

Jede Vertragspartei kann der anderen schriftliche Änderungen vorschlagen. Solche Änderungen bedürfen des gegenseitigen Einvernehmens zwischen den Vertragsparteien.

Artikel 16 - Inkrafttreten und Beendigung

Diese Vereinbarung tritt am Tage ihrer Unterzeichnung in Kraft und bleibt nach dem AMPTE-Start drei Jahre lang in Kraft und auch darüber hinaus, sofern nicht nach diesem Datum eine Vertragspartei die Vereinbarung beendet. Die Kündigung bedarf einer Frist von einem Jahr.

Geschehen zu Washington am 15. Oktober 1981
in zwei Urschriften, jede in deutscher und in englischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

von Bülow

Der Bundesminister
für Forschung und Technologie
der Bundesrepublik Deutschland

Der Administrator der
National Aeronautics and
Space Administration der
Vereinigten Staaten von Amerika

PEOPLE'S REPUBLIC OF CHINA

Atomic Energy: Nuclear Safety Matters

Protocol signed at Washington October 17, 1981;
Entered into force October 17, 1981.

PROTOCOL BETWEEN
THE NUCLEAR REGULATORY COMMISSION
OF THE UNITED STATES OF AMERICA
AND
THE STATE SCIENTIFIC AND TECHNOLOGICAL COMMISSION
OF THE PEOPLE'S REPUBLIC OF CHINA
ON COOPERATION IN NUCLEAR SAFETY MATTERS

The Nuclear Regulatory Commission of the United States of America and the State Scientific and Technological Commission of the People's Republic of China (hereinafter referred to as the Parties), in accordance with and subject to the Agreement between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology, signed in Washington, D.C. on January 31, 1979,[1] and with the intent of promoting cooperation and collaboration in nuclear safety matters, have agreed as follows:

ARTICLE 1

On the basis of equality, reciprocity and mutual benefit, the Parties agree to conduct exchanges and collaborative activities in the field of nuclear safety, including as described herein, safety technology research for nuclear power plants, analysis of accidents and regulation of nuclear safety (e.g. examination and approval, regulations and inspections for nuclear power plants).

[1] TIAS 9179; 30 UST 35.

ARTICLE 2

To the extent that it is permitted to do so under its laws, regulations, and policy directives, the U.S. side shall provide the following types of information contributing to the safe regulation of peaceful nuclear power installations to the Chinese side:

1. Code of Federal Regulations and examination and approval process and regulations for nuclear power plants;
2. Safety Regulatory Guides;
3. Publications which describe the regulatory process, as they are available;
4. Technical reports of a generic nature;
5. Weekly compilation of news releases;
6. Power reactor current events and construction and operating experience bulletins.

To the extent that it is permitted to do so under its laws, regulations and policy directives, the Chinese side shall provide the following types of information contributing to the safe regulation of peaceful nuclear power installations to the U.S. side:

1. Nuclear regulatory reports;
2. Copies of safety guides and standards;
3. Publications which describe construction and operating experience, safety research and regulation of nuclear power plants after their completion.

ARTICLE 3

1. Within the limits of available resources and legislative authority, the U.S. side shall assist the Chinese side in providing certain training and experience for the safety personnel. The following are typical of the kinds of on-the-job training and experience that may be provided:

(a) Chinese inspectors accompaniment of U.S. inspectors on operating reactor and reactor construction inspections in the U.S.;

(b) Participation by Chinese personnel in U.S. NRC staff training courses conducted in Bethesda, Maryland;

(c) Assignment of permanent Chinese personnel to work within the U.S. NRC staff to gain experience in the practices and procedures followed by the U.S. NRC in its regulation of U.S. nuclear reactor safety and environmental impact.

To the extent that the documents and other technical assistance provided by the U.S. NRC are not adequate to meet the needs of the Chinese side for technical advice, the Parties will consult on the best means for meeting such needs.

2. The Chinese side shall welcome U.S. personnel in specific fields to visit China and hold joint discussions on nuclear safety regulatory activities. The Chinese side shall make every effort to assist the U.S. side in meeting its requests for information on nuclear regulatory activities.

ARTICLE 4

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the Parties including the use of test facilities and/or computer programs owned by either Party, will be agreed upon on a case-by-case basis. However, each Party, based on its own research, will transmit immediately to the other Party information concerning research results known to have urgent safety implications for nuclear facilities operating in the country of the other Party.

Temporary assignments of qualified personnel by one Party in the other Party's agency will also be considered on a case-by-case basis.

ARTICLE 5

It is understood that exchanges of information and technology undertaken in connection with these cooperative efforts shall be limited to those which are useful in the development of a nuclear safety regulatory program. Neither Party is required to take any action which would be inconsistent with its laws, regulations and policy directives. No nuclear information related to proliferation-sensitive technologies shall be exchanged.

ARTICLE 6

This Protocol shall be subject to the availability of funds and manpower to each Party. The payment of costs shall be decided by mutual written agreement on a case-by-case basis. In principle the sharing of costs between the Parties shall be decided according to the extent of benefit by each Party.

ARTICLE 7

All stipulated activities under the Protocol shall be conducted under the guidance of the US-PRC Joint Commission on Scientific and Technological Cooperation.

In order to coordinate the stipulated activities under this Protocol, each Party shall designate a representative. The representatives designated by each Party may, by correspondence, decide upon the adoption, coordination and implementation of cooperative activities and on other related matters. When necessary, the representatives, by mutual agreement, may call meetings on an irregular basis to consider matters related to the implementation of this Protocol.

ARTICLE 8

Scientific and technological information derived from cooperative activities under this Protocol may be made available, unless otherwise agreed in writing between the two Parties, to the world scientific community through customary channels and in accordance with the normal procedures and domestic laws of the Parties.

ARTICLE 9

The application or use of any information exchanged or transferred between the Parties under this Protocol shall be the responsibility of the receiving Party, and the transmitting Party does not warrant the suitability of such information for any particular use or application.

ARTICLE 10

1. This Protocol shall enter into force upon signature, and, unless terminated earlier in accordance with paragraph 2 of this Article, shall remain in force for a five-year period. It may be amended or extended by mutual written agreement .

2. This Protocol may be terminated at any time at the discretion of either Party, upon 6 months advance notification in writing by the Party seeking to terminate the Protocol.

3. The termination of this Protocol shall not affect the validity or duration of specific activities being undertaken hereunder.

Done at Washington this 17th day of October 1981, in duplicate in the English and Chinese languages, both equally authentic.

For the Nuclear Regulatory Commission of the United States of America

[1]

For the State Scientific and Technological Commission of The People's Republic of China

[2]

[1] Nunzio J. Palladino.
[2] Jiang Ming.

美利坚合众国核管理委员会和中华人民共和国国家科学技术委员会关于核安全合作议定书

美利坚合众国核管理委员会和中华人民共和国国家科学技术委员会（以下简称双方），根据一九七九年一月三十一日签订的美利坚合众国政府和中华人民共和国政府科学技术合作协定，为促进核安全方面的合作，达成协议如下：

第 一 条

双方同意在平等、互利和互惠的基础上，在核安全领域，包括在此所述核电站安全技术的研究、事故分析以及核安全管理方面（例如，核电站的审批、规章和检查等）进行交流和合作。

第 二 条

美方在其现行法律、规章和政策指令允许的范围内，向中方提供下列民用核动力设施的安全管理资料：

一、联邦管理法规以及核电站的审批程序和规定；

二、安全管理手册；

三、介绍现行管理程序出版物；

四、一般原始的技术报告；

五、每周新闻编辑物；

六、动力堆最新事故和建造、运行经验的公报。

中方在其现行法律、规章和政策指令允许的范围内，向美方提供下列民用核动力设施的安全管理资料：

一、核安全管理报告；

二、安全条例和标准抄件；

三、核电站的建造经验及建成后的运行经验和安全研究、管理方面的出版物。

第 三 条

一、美方在现有财力、物力和立法授权允许范围内，向中方的安全人员提供经验和进行培训。提供的经验和培训的典型方式有：

1、中方人员和美方人员一道参加美国反应堆的在役检查和反应堆建造检查；

2、中方人员参加美国核管理委员会在马里兰贝塞斯达举办的核安全管理培训；

3、中方委派常驻人员在美国核管理委员会的机构中工

作，以取得美方对其反应堆安全和环境影响等管理的实际经验和采取的步骤。

美方所提供的文件和技术援助，如不能满足中方在技术咨询方面的需要，双方应进行协商，将尽量以最佳方式满足其要求。

二、中方欢迎美方专业人员来华共同讨论核安全管理问题。对美方人员提出的有关核管理活动的资料要求，中方将尽力予以帮助解决。

第 四 条

安全研究发展的联合计划和项目的执行，或在这些计划、项目下由双方分工的活动，包括使用任何一方的试验设备和/或计算机程序，将逐项商定。但是每一方在自己研究的基础上，将直接向另一方转送有关研究结果的情报，这些研究结果对另一方国家运行的核装置有着解决紧迫安全问题的作用。一方向另一方机构临时派出的合适人员也将逐项予以考虑。

第 五 条

双方理解，与上述共同努力的有关情报和技术的交流，限于发展核安全管理计划的范围内，不向对方要求采取有任何违反其法律、规章和政策指令的行动。涉及“扩散敏

感”技术的任何情报不在交换之列。

第 六 条

本议定书应取决于每一方资金、人力的能力，费用的支付应由双方逐项商量书面同意后而决定，原则上按各方受益的程度来分担费用。

第 七 条

本议定书所规定的一切活动，应在美、中科学技术合作联合委员会的指导下进行。

为协调本议定书所规定的活动，双方各指定一名代表通过通信联系，就采纳、协调和执行合作活动以及其它有关事宜作出决定。必要时，经双方同意代表们可不定期地召集会议，磋商执行本议定书的有关事宜。

第 八 条

由本议定书规定的合作活动所产生的科学技术情报，除双方书面同意另作处理外，可按通常的途经和根据双方的正常程序和本国法律提供世界科学界使用。

第 九 条

双方根据本议定书交换或转让的情报实施和使用责任，由接受方承担。提供方不保证这些资料在任何特殊用途时的适应性。

第 十 条

一、本议定书自签字之时起生效，除非依照本条第二款的规定提前予以终止，应在五年内有效。经双方书面同意可以修改或延长。

二、任何一方都可按自己的意愿在任何时候提出终止本议定书，由欲终止本议定书的一方提前六个月以书面形式通知对方。

三、本议定书的终止并不影响正在按照议定书规定进行特定活动的有效性或期限。

本议定书于一九八一年十月十七日在华盛顿特区签订，一式两份，每份都用英文和中文写成，两种文本具有同等效力。

美利坚合众国	中华人民共和国
核管理委员会	国家科学技术委员会
代 表	代 表

GUATEMALA

Agriculture: Mediterranean Fruit Fly

Agreement signed at Guatemala October 22, 1981;
Entered into force October 22, 1981.

No. 12-16-5-2481

COOPERATIVE AGREEMENT

Between

MINISTERIO DE AGRICULTURA DE GUATEMALA
DIRECCION GENERAL DE SERVICIOS AGRICOLAS
LA DIRECCION TECNICA DE SANIDAD VEGETAL

And

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

THIS AGREEMENT, made and entered into by and between the Ministerio de Agricultura, Dirección General de Servicios Agrícolas, Dirección Técnica de Sanidad Vegetal, hereinafter called the Cooperator, and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, hereinafter called the Service.

WHEREAS, the Service is authorized pursuant to the Act of September 21, 1944, as amended (7.U.S.C. 147a), to cooperate with Governments of Western Hemisphere countries or the local authorities thereof, in carrying out necessary surveys and control operations in those countries in connection with the detection, eradication, suppression, control and prevention or retardation of the spread of plant pests including the Mediterranean Fruit Fly; and

WHEREAS, a Memorandum of Understanding was entered into between the parties hereto, on February 21, 1977,[1] and the Resolution of the Ministry of Agriculture dated May 13, 1977, which authorized the participation of the Department of Vegetable Health in the direction, coordination, and execution of the joint battle against the Mediterranean Fruit Fly are still, in effect, covering cooperative efforts to protect crops from plant pest damage and plant diseases in the Republic of Guatemala and in the United States of America, through the execution of cooperative programs; and

WHEREAS, it is the intent of the parties that this Agreement shall supersede Agreement No. 12-16-5-2467 of July 10, 1981;[2] and

WHEREAS, the objectives of this Cooperative Agreement are to further action that will provide for specific activities to and for the Service, Cooperator and interested parties with regard to Mediterranean Fruit Fly (Ceratitis capitata Wied), and provide services that will assist in the execution of the cooperative eradication program of the Mediterranean Fruit Fly; and

WHEREAS, it is necessary for the furtherance of the goals of the Program to assign the day-to-day management of Mediterranean Fruit Fly activities in Guatemala to the Officers of the Dirección Técnica de Sanidad Vegetal, of DIGESA, Ministry of Agriculture; and

WHEREAS, the Cooperator is equipped or has access to facilities and had and can secure personnel and equipment mutually satisfactory to both parties for this work; and

WHEREAS, it is the intention of the parties hereto that such cooperation covered by this agreement shall be for the mutual benefit of the people of Guatemala and the United States of America.

NOW THEREFORE, for and in consideration of the promises and mutual convenants herein contained, the parties hereto do hereby mutually agree with each other as follows:

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[1] TIAS 8807; 29 UST 228.

[2] Not printed as superseded by present agreement.

A. The Cooperator Agrees:

1. To manage and operate the Mediterranean Fruit Fly laboratory located in Guatemala City (Aurora), Petapilla (Chiquimula), the Quality Control facility (Guatemala City), and the new rearing facility at Villa Nueva, in accordance with mutually agreed to plans for rearing, sterilizing, quality control, and emergence operations for field release of Mediterranen Fruit Flies produced in Guatemala or received from other external sources.

2. To provide for free access to the laboratory by Service personnel designated to work at these facilities, subject only to restrictions jointly agreed to in advance. To provide office space for all Service personnel at a location most advantageous for performance of their duties.

3. To furnish field operation personnel in Guatemala, for carrying out the Program activities which are stipulated in the work plan referenced in paragraph C.2 of this agreement.

4. To provide funding for the laboratories and field operations in Guatemala amounting to the agreed upon sum as stipulated in the financial plan referenced in paragraph C.2 of this agreement.

5. To establish and maintain in Guatemala City, Guatemala, a central administrative office which will be responsible for all the procurement, personnel, financial functions, and records for the operation of the laboratories and for the field operations in the Republic of Guatemala, as stipulated in this agreement.

6. To submit to the Service narrative, statistical, financial and administrative reports concerning the laboratories and field operations in the Republic of Guatemala, in accordance with the work and financial plans as referenced in paragraph C.2 of this agreement.

7. To establish a bank account in Guatemala City, Guatemala, into which the Service will deposit its share of the funds for the operation of the laboratories and for field operations in the Republic of Guatemala, as agreed upon in the financial plan referenced in paragraph C.2 of this agreement.

8. To require the administrative office in Guatemala City, Guatemala, to monitor the use and need for funds and to request periodically that the Service deposit to the bank account in Guatemala City its share of the funds necessary to sustain operations for periods not to exceed 60 days from the date of request, and to maintain a record of deposits to substantiate the requests for deposits.

9. To provide all maintenance for Service-furnished non-expendable property and to permit free access to same at all times by personnel designated by the Service for the purpose of insuring prescribed usage.

10. To procure all supplies, equipment, and services (including construction services) to maintain operations, except for those items not readily available to the Cooperator in Guatemala or available at a prohibitive cost (plus 25% above United States cost). In such event, the Service, upon written request from the Cooperator will provide assistance in purchasing of those items with funds available under this agreement.

11. To provide through the Government of Guatemala duty free entry of all supplies and equipment furnished by the Service or purchased for the Medfly Program under this agreement.

12. To provide transportation of all supplies and equipment to Guatemala from source of origin if purchased by the Cooperator; if purchased by the Service, from a mutual agreeable location on the Guatemalan border.

13. All financial and other matters relating to the Villa Nueva rearing laboratory, because of unique funding arrangements, will be maintained, operated, and recorded separately from all other laboratory and/or field operations activities as outlined in this agreement.

B. The Service Agrees:

1. To provide funding for the laboratory and field operations in the Republic of Guatemala in the amount agreed upon as stipulated in the financial plan referenced in paragraph C.2 of this agreement,

2. To deposit in a designated bank account in Guatemala City, funds as agreed upon in the financial plan referenced in paragraph C.2. Deposits will be made to cover the Mediterranean Fruit Fly operations in Guatemala, for periods not to exceed 60 days. Deposit of funds will be made subject to appropriation of funds by the U. S. Congress for the purpose of control and eradication of the Mediterranean Fruit Fly, and will not exceed the dollar amount specified in the work and financial plans referenced in paragraph C.2.

3. To use its facilities to procure supplies and/or equipment in the United States as may be deemed necessary, as stipulated in paragraph A.10 and in accordance with the work and financial plans as stated in C.2 of this agreement.

4. To provide support personnel to serve as technical advisors who will be stationed in Guatemala City.

5. To provide at its own expense additional technical experts for on-site consultation involving mechanical or scientific advice, when it is mutually agreed that such experts could benefit the program.

6. To provide the necessary reporting format for the financial reports required by the Administrative Regional Office at Monterrey, Mexico, and to conduct a review of these records every three months.

C. It is Mutually Understood and Agreed:

1. The parties to this cooperative agreement will cooperate to the best interest of the agricultural producers and the general public of the countries of Guatemala and the United States of America.

2. The cooperating parties will develop and furnish a mutually satisfactory work plans and financial plans for conducting a Mediterranean Fruit Fly program, which will outline overall plans for carrying out and funding this program, in accordance with established standards and to the satisfaction of the Cooperator and the Service.

3. The Cooperator will designate a mutually acceptable official and assistant as duly authorized representative for the Dirección Técnica de Sanidad Vegetal for all matters pertaining to this activity. The official will be assigned as the Project Coordinator for the cooperative program.

4. A mutually acceptable official will be designated as the Service's duly authorized representative for all matters pertaining to this activity and assigned as Co-Project Coordinator of the cooperative program.

5. A Technical Advisory Committee consisting of a maximum of three representatives from each party will be formed to evaluate and recommend program changes.

6. The laboratories and field operations will be under the joint direction of the Project Coordinator and the Co-Project Coordinator. In the event the Coordinator and the Co-Project Coordinator cannot agree with regard to the interpretation or application of the present international instrument, the matter shall be referred to the Technical Advisory Committee. If the Technical Advisory Committee cannot agree, the problem shall be resolved through consultation between the Ministry of Agriculture of Guatemala and the United States Secretary of Agriculture.

7. Biweekly meetings involving representatives of the cooperating parties will be held. Minutes of these meetings will be maintained by the Cooperator and distributed to both parties. If necessary, work and financial plans may be amended during these meetings, so long as these changes are not in conflict with the guidance provided by the Technical Advisory Committee.

8. That to the maximum extent possible all procurement will be made competitively in a prudent manner, and in accordance with all governing laws of Guatemala and United States as appropriate.

9. To permit USDA employees, as designated by the Service, to serve as Technical Advisors for laboratory and field operations in Guatemala.

10. That the Cooperator and the Service will coordinate visits by official personnel not regularly assigned to the project.

11. That both parties will jointly ensure that security measures are taken to prevent the escape and/or theft of specimens at any biological stage of the Mediterranean Fruit Fly.

12. The Guatemalan national personnel employed by the Service in Guatemala and identified by the Service at the time of signing of this Agreement shall without a break in employment be afforded the right of:

    (1) Being employed by the Government of Guatemala in a position of like status and salary as enjoyed with the Service; and

    (2) Upon employment be entitled to full indemnification guaranteed under Guatemalan laws.

13. To employ personnel mutually acceptable to the Cooperator and the Service.

14. That funds provided by the Service shall not be used for any purchases of non-expendable equipment without specific prior authorization by the Service. Non-expendable equipment purchased from the Cooperator's funds shall remain the property of the Cooperator subject to its disposition. Likewise, non-expendable equipment purchased from funds provided by the Service shall remain the property of the Service, subject to its disposition.

15. The value of equipment and/or supplies furnished by either party shall include purchase cost, freight, taxes (if any), storage costs, costs of permits and any other directly related costs.

16. The Service funding for this cooperative endeavor will be considered to be those funds deposited to the designated bank account in Guatemala City, Guatemala and those costs as enumerated in paragraph C.2 of this agreement.

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17. Mediterranean Fruit Fly sterile pupae produced as a result of this joint endeavor will be used as and where needed to the mutual benefit of both parties and according to priorities set forth for the prevention of establishment of Medfly in Mexico, United States and its spread and increase in Guatemala.

18. The Service shall not provide reimbursement to the Cooperator for any capital improvements made during the effective period of this agreement, except as provided for in the approved work and financial plans.

19. Financial responsibility to be assumed by each party shall be subject to appropriation of funds available to legally cover program expenses.

20. The results of the work herein outlined may be published jointly by the Cooperator and the Service, or by either party and shall be submitted to the other party for suggestions and approval prior to publication. In the event of disagreement, either party may publish results on its own responsibility, giving proper acknowledgement of cooperation.

21. In the event the costs of the program under this agreement are increased or decreased, the total contribution of the parties may be adjusted as mutually agreed upon in advanced by the parties hereto as stipulated in a revised written work and financial plans.

22. All equipment purchased and installed by the Service under the cooperative agreement of July 10, 1981, between the Cooperator and the Service will remain the property of the Service.

23. The patent provision applicable to this agreement, shall be in accordance with Exhibit A, attached hereto and made a part thereof,

24. The Service, the United States and all of its officers and employees shall not be liable to the Cooperator for the loss of or damage to any equipment or other property of any kind owned, leased, operated, or in the possession or control of the Cooperator or of any officers, employees, or agents, or cooperators of the Cooperator. The Service, the United States and all of its officers and employees, shall not be liable to the Cooperator for the death or injury of any of the Cooperator's officers, employees, agents or any other individuals as a result of activities authorized or described by this agreement. The Cooperator shall hold the Service, the United States and all of its officers and employees harmless from liability of any kind or nature including liability arising under the Federal Employees Compensation Act arising from any activities authorized by or described in this agreement, except for liability arising from the negligent act or omission of an employee of the United States Department of Agriculture. In order to hold the Service, the United States and all of its officers and employees harmless, the Cooperator agrees to indemnify the Service, the United States and all of its officers, and employees for all liability and costs including the cost of any judgment and the legal and other costs of the defense of the litigation for all liability arising out of the activities authorized by or described in this agreement, except for liability arising from the negligent act or omission of any employee of the United States.

25. That the Comptroller General of the United States or any of his duly authorized representatives and duly authorized of the United States Department of Agriculture shall, until expiration of 3 years after final payment under this agreement, have access to and the right to examine pertinent books, documents, papers, and records of the Cooperator involving transactions related to this agreement. This same right is extended identically to the Secretary of State and to the Agencies of the Ministerio de Agricultura and the Dirección Técnica de Sanidad Vegetal of Guatemala.

26. No member of or delegate to the U. S. Congress, Resident Commissioner, or Guatemalan Parliamentary official shall be admitted to any share or part of this agreement or to any benefit to arise therefrom; unless it be made with a corporation for its general benefit.

27. This agreement shall become effective upon date of final signature and shall continue in force until September 30, 1982, subject to renewal in writing by the parties hereto from year to year. Further, this agreement may be amended at any time by mutual agreement of the parties hereto in writing. Either party may terminate this agreement upon 60 days notice in writing to the other party.

28. Upon termination of the cooperative program, any and all equipment purchased through the use of funds of the Service, including such equipment purchased under the agreement of July 10, 1981, will be returned to the Service subject to its disposition. In addition, the Service at the request of the Cooperator agrees to sell its equipment to the Cooperator, all or in part and at the price to be agreed upon through joint evaluation.

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

D. Scott Campbell [1]
DEPUTY ADMINISTRATOR

10/22/81
Date

MINISTERIO DE AGRICULTURA DE GUATEMALA
DIRECCION GENERAL DE SERVICIOS AGRICOLAS
DIRECCION TECNICA DE SANIDAD VEGETAL

[2]
TECHNICAL DIRECTOR

22-X-81
Date

[1] D. Scott Campbell.
[2] Jorge Escobedo.

EXHIBIT A

UNITED STATES DEPARTMENT OF AGRICULTURE

ANIMAL AND PLANT HEALTH INSPECTION SERVICE

PATENT PROVISION

Any invention resulting from this cooperative work and made jointly by an employee or employees of the United States Department of Agriculture and the cooperator or an employee or employees of the cooperator shall be fully disclosed, either by publication or by patenting in the United States, and any such United States patent shall either be dedicated to the free use of the people in the territory of the United States or be assigned to the United States of America or be assigned to the cooperator, as may be mutually agreed upon by the parties hereto, provided, that in the event of assignment to the cooperator, the Government shall receive an irrevocable, nonexclusive, royalty-free license under the patent; throughout the world, to practice the invention for all governmental purposes, and, provided further, that nonexclusive, royalty-free licenses shall be issued by the cooperator to any and all applicants technically competent to make use of the patent, provided, that, where the assignment is to the Government, it shall be of the domestic patent rights. Where the domestic patent rights are so assigned, the United States Department of Agriculture shall have an option to acquire the foreign patent rights in the invention on which an application for a United States patent is filed, for any particular foreign country, said option to expire in the event that the Government fails to cause an application to be filed in any such country on behalf of the Government or determines not to seek a patent in such country within six months after the filing of the application for a United States patent on the invention. Where the domestic patent rights are assigned to the Government, but the foreign patent rights are retained by an employee, the employee shall grant to the Government a nonexclusive, irrevocable, royalty-free license in any patent which may issue thereon in any foreign country, including the power to issue sublicenses for use in behalf of the Government and/or in furtherance of the foreign policies of the Government, and said license shall also include the power to sublicense American licensees under Government-owned United States patents to practice the invention without payment of royalty or other restriction in any foreign country wherein a corresponding patent may issue to the employee or his foreign assignee. Any invention made independently by an employee or employees of the United States Department of Agriculture or by the cooperator or an employee or employees of the cooperator shall be disposed of in accordance with the policy of the United States Department of Agriculture or the cooperator, respectively, provided, that in the event the invention is made solely by an employee or employees of the cooperator, the cooperator shall grant or shall obtain from the assignee of any patent issued on said invention an irrevocable, nonexclusive, worldwide, royalty-free license for the Government, for all governmental purposes, and provided further, in the event the invention is made solely by an employee or employees of the cooperator, that unless the cooperator or his assignee has taken effective steps within three years after a patent issues on the invention to bring the invention to the point of practical application or has made the invention available for licensing royalty-free or on terms that are reasonable in the circumstances, or can show cause why he should retain the principal or exclusive rights for a further period of time, the Government shall have the right to require the granting of a license to an applicant on a nonexclusive, royalty-free basis.

No. 12-16-5-2481

ACUERDO COOPERATIVO

ENTRE

MINISTERIO DE AGRICULTURA DE GUATEMALA
DIRECCION GENERAL DE SERVICIOS AGRICOLAS
DIRECCION TECNICA DE SANIDAD VEGETAL

Y

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

ESTE ACUERDO, celebrado por y entre el Ministerio de Agricultura de Guatemala, Dirección General de Servicios Agrícolas, Dirección Técnica de Sanidad Vegetal, de aquí en adelante denominado el Cooperador y The United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, de aquí en adelante denominado el Servicio.

CONSIDERANDO, que el Servicio está autorizado por el Acta de fecha 21 de septiembre de 1944, y enmendada (7 U.S.C. 147a), para cooperar con los gobiernos de los países del Hemisferio Oeste o autoridades locales correspondientes en llevar a cabo encuestas necesarias y operaciones de control en esos países en conexión con la detección, erradicación, extinción, control y prevención o detención de la propagación de las plagas de las plantas incluyendo la Mosca de la Fruta del Mediterráneo; y

CONSIDERANDO, que un Memorandum de Entendimiento fue celebrado entre las dos partes involucradas el 21 de febrero de 1977, y el Acuerdo Ministerial del 13 de mayo de 1977, que autorizó la participación del Departamento de Sanidad Vegetal en la dirección, coordinación y ejecución de una lucha conjunta contra la Mosca de la Fruta del Mediterráneo, que se encuentran vigentes, cubriendo esfuerzos cooperativos para proteger los cultivos de los daños de plagas y de enfermedades de las plantas, en la República de Guatemala y los Estados Unidos de Norte América, a través de la ejecución de programas cooperativos; y

CONSIDERANDO, que es la intención de las partes de que este Acuerdo reemplazará el Acuerdo número 12-16-5-2467 del 10 de julio de 1981; y

CONSIDERANDO, que los objetivos de este Acuerdo Cooperativo son para fomentar acciones que proveerán las actividades específicas, para y por el Servicio, el Cooperador y partes interesadas con relación a la Mosca de la Fruta del Mediterráneo (Ceratitis capitata Wied), y proporcionar servicios que podrán ayudar en la ejecución del programa cooperativo de erradicación de la Mosca de la Fruta del Mediterráneo; y

CONSIDERANDO, que es necesario para el adelanto de los objetivos del Programa asignar la administración diaria de las actividades de la Mosca de la Fruta del Mediterráneo en Guatemala a los funcionarios de la Dirección Técnica de Sanidad Vegetal de DIGESA, Ministerio de Agricultura; y

CONSIDERANDO, que el Cooperador esta equipado con o tiene acceso a instalaciones y tiene o puede conseguir, a satisfacción mutua, el personal y equipo para ambas partes para este trabajo; y

CONSIDERANDO, que es la intención de las partes aquí mencionadas, que tal cooperación de este Acuerdo será para mutuo beneficio del pueblo de Guatemala y los Estados Unidos de Norte América.

POR TANTO, para y en consideración de las promesas y convenios mutuos aquí contenidos, las partes aquí mencionadas acuerdan mutuamente como sigue:

A. El Cooperador Acuerda:

1. Manejar y operar el laboratorio de la Mosca de la Fruta del Mediterráneo localizado en la Ciudad de Guatemala (Aurora), Petapilla (Chiquimula), las instalaciones de control de calidad (Ciudad de Guatemala), y el nuevo laboratorio de crianza en Villa Nueva, conforme los planes acordados mutuamente para la crianza, esterilización, control de calidad y operaciones de emergencia para liberaciones en el campo de la Mosca de la Fruta del Mediterráneo producida en Guatemala o recibida de otras fuentes del exterior.

2. Proporcionar acceso libre a los laboratorios al personal del Servicio asignado para trabajar en dichas instalaciones, quedando ésto sujeto únicamente a restricciones aprobadas conjuntamente y por adelantado. Proporcionar local para oficina para todo el personal del Servicio ubicado en un lugar ventajoso para el desarrollo de sus actividades.

3. Proporcionar personal para las actividades de campo en Guatemala, para llevar a cabo las actividades del Programa como lo estipula el plan de trabajo al que se hace referencia en el párrafo C.2 de este Acuerdo.

4. Proveer fondos para los laboratorios y las actividades de campo en la República de Guatemala, por la cantidad acordada, como lo estipula el plan financiero al que se hace referencia en el párrafo C.2 de este Acuerdo.

5. Establecer y mantener en la Ciudad de Guatemala, una oficina administrativa central, la cual será responsable de las compras, personal, funciones financieras y archivos del funcionamiento de los laboratorios y las actividades de campo en la República de Guatemala, como lo estipula este Acuerdo.

6. Presentar al Servicio, reportes narrativos, estadísticos, financieros y administrativos con relación a los laboratorios y a las actividades de campo en la República de Guatemala, de conformidad con los planes de trabajo y financiero a los que se hace referencia en el párrafo C.2 de este Acuerdo.

7. Establecer una cuenta bancaria en la Ciudad de Guatemala, en la que el Servicio depositará su parte de los fondos para el funcionamiento de los laboratorios y las actividades de campo en la República de Guatemala, como se acordó en el plan financiero al que se hace referencia en el párrafo C.2 de este Acuerdo.

8. Requerir a la oficina administrativa en la Ciudad de Guatemala, controlar el uso y la necesidad de fondos y solicitar periódicamente que el Servicio deposite en la cuenta bancaria respectiva en la Ciudad de Guatemala, su parte de los fondos necesarios para sustentar las actividades por períodos que no excedan 60 días de la fecha de la solicitud, y mantener un récord de depósitos para comprobar las solicitudes de depósitos.

9. Proporcionar todo el mantenimiento al equipo de inventario proporcionado por el Servicio y permitir libre acceso al mismo a toda hora para el personal designado por el Servicio para el propósito de asegurar su uso indicado.

10. Obtener todos los suministros, equipo y servicios (incluyendo servicios de construcción) para mantener las actividades, exceptuando los artículos no disponibles al Cooperador en Guatemala o disponibles a un costo prohibitivo, (25 por ciento más del costo en los Estados Unidos). En ese caso, el Servicio, por medio de una solicitud por escrito del Cooperador, proporcionará ayuda en las compras de artículos con fondos disponibles bajo este Acuerdo.

11. Proporcionar a través del Gobierno de Guatemala la entrada libre de impuestos a todos los suministros y equipos proporcionados por el Servicio o comprados para el Programa de la Mosca de la Fruta del Mediterráneo bajo este Acuerdo.

12. Proporcionar transporte para todos los suministros y equipo hacia Guatemala desde el lugar de origen si es comprado por el Cooperador, si es comprado por el Servicio, hacia un lugar mutuamente acordado de la frontera de Guatemala.

13. Debido a arreglos especiales para fondos, todos los asuntos financieros y de otra naturaleza relacionados con el laboratorio de crianza de Villa Nueva, se mantendrán, operarán, y archivarán separadamente de los otros laboratorios y/o actividades de campo delineadas en este Acuerdo.

B. El Servicio Acuerda:

1. Proporcionar los fondos para los laboratorios y actividades de campo en la República de Guatemala, en la cantidad acordada y como lo estipula el plan financiero al que se refiere el párrafo C.2 de este Acuerdo.

2. Depositar en una cuenta bancaria designada en la Ciudad de Guatemala los fondos acordados en el plan financiero al que se refiere el párrafo C.2. Los depósitos se harán para cubrir las actividades de la Mosca de la Fruta del Mediterráneo en la República de Guatemala, por períodos que no excedan 60 días. Los depósitos de fondos se efectuarán sujetos a la consignación de fondos del Congreso de los Estados Unidos para el propósito del control y erradicación de la Mosca de la Fruta del Mediterráneo y no excederá la cantidad en dólares especificada en los planes de trabajo y financiero a los que se hace referencia en el párrafo C.2.

3. Utilizar los recursos para comprar suministros y/o equipos en los Estados Unidos de Norteamérica, que se consideren necesarios, como lo estipula el párrafo A.10 y de acuerdo con el plan de trabajo y financiero al que se refiere el párrafo C.2 de este Acuerdo.

4. Proporcionar personal de apoyo que funcionará como consejeros técnicos y estarán ubicados en la Ciudad de Guatemala.

5. Proporcionar, por su cuenta, técnicos expertos adicionales para consultas en el lugar, incluyendo consejos mecánicos y científicos, cuando se acuerde mutuamente que dichos expertos beneficiarían al Programa.

6. Proporcionar los formatos necesarios para los reportes financieros requeridos por la Oficina Administrativa Regional de Monterrey, México, y llevar a cabo revisiones de estos archivos cada tres meses.

C. Se Entiende y Acuerda Mutuamente:

1. Las partes que forman este Acuerdo Cooperativo cooperarán en el interés de los productores agrícolas y del público en general de las Repúblicas de Guatemala y de los Estados Unidos de Norteamérica.

2. Las partes cooperadoras desarrollarán y proporcionarán un plan de trabajo y financiero a satisfacción mutua para llevar a cabo un Programa de la Mosca de la Fruta del Mediterráneo que delineará los planes generales para realizar y financiar este Programa, de acuerdo con normas establecidas y a la satisfacción del Cooperador y del Servicio.

3. El Cooperador designará a un funcionario y asistente aceptables mutuamente como los representantes debidamente autorizados de la Dirección Técnica de Sanidad Vegetal para todos los asuntos pertenecientes a esta actividad. El funcionario será el Coordinador del Proyecto para el Programa Cooperativo.

4. Designar a un funcionario aceptable mutuamente como el representante debidamente autorizado del Servicio para todos los asuntos pertenecientes a esta actividad y designado como Sub-Coordinador del Proyecto para el Programa Cooperativo.

5. Se formará un Comité Técnico Consultivo que consistirá de un máximo de tres representantes de cada una de las partes para evaluar y recomendar cambios al Programa.

6. El funcionamiento de los Laboratorios y las operaciones de campo estarán bajo la dirección conjunta del Coordinador y el Sub-Coordinador del Proyecto. En caso de que el Coordinador y Sub-Coordinador no estén de acuerdo con relación a la interpretación o aplicación del presente instrumento internacional, el caso será referido al Comité Técnico Consultivo. Si el Comité Técnico Consultivo no está de acuerdo, el problema se resolverá a través de una consulta entre el Ministerio de Agricultura de Guatemala y el Secretario de Agricultura de los Estados Unidos.

7. Se llevará a cabo reuniónes quincenales con representantes de ambas partes. Las minutas de estas reuniónes serán archivadas por el Cooperador y distribuídas a ambas partes. Si fuese necesario los planes de trabajo y financiero pueden ser enmendados durante estas reuniónes en tanto no cambie o haya conflicto con los lineamientos establecidos por el Comité Técnico Consultivo.

8. Asegurar hasta donde sea posible que todas las compras sean efectuadas competitivamente en una forma prudente, y de acuerdo con las leyes respectivas de Guatemala y los Estados Unidos de Norteamérica.

9. El Cooperador permitirá al personal del USDA, asignado por el Servicio, funcionar como consejeros técnicos en las actividades de campo y laboratorios en la República de Guatemala.

10. El Cooperador y el Servicio coordinarán las visitas oficiales de personal no asignado regularmente al proyecto.

11. Ambas partes garantizarán mutuamente que las medidas de seguridad sean tomadas para evitar las fugas y/o robo de especímenes en cualquier estado biológico de la Mosca de la Fruta del Mediterráneo.

12. El Personal guatemalteco empleado por el Servicio en Guatemala e identificado por el Servicio al momento de la firma de este Acuerdo, sin interrumpir su relación laboral, podrá:

    1. Ser empleado por el Gobierno de Guatemala en una posición similar en categoría y salario al que tenía en el Servicio.

    2. Al momento de empleo tener derecho a su indemnización completa como lo garantiza las Leyes de Guatemala.

13. Dar empleo a personal mutuamente aceptable al Cooperador y al Servicio.

14. Los fondos proporcionados por el Servicio no se utilizarán en la compra de equipo de inventario sin la autorización específica previa del Servicio. El equipo de inventario que se compre con fondos del Cooperador permanecerá como propiedad del Cooperador sujeto a su disposición. Así mismo, el equipo de inventario comprados con los fondos provenientes del Servicio permanecerá como propiedad del Servicio sujeto a su disposición.

15. El valor del equipo y/o suministros proporcionados por cualquiera de las partes incluirá el costo de adquisición, flete, impuestos (si los hubiere), gastos de almacenaje, gastos de permisos, y cualquier otro gasto directo relacionado.

16. Que los fondos del Servicio para este esfuerzo cooperativo se considerarán aquellos fondos depositados en la cuenta bancaria asignada en la Ciudad de Guatemala y los gastos enumerados en el párrafo C.2 de este Acuerdo.

17. La pupa estéril de la Mosca de la Fruta del Mediterraneo que se produzca como resultado de este esfuerzo conjunto será utilizada como y donde sea necesario para el beneficio mutuo de ambas partes y de acuerdo con prioridades expuestas para la prevención del establecimiento de la Mosca del Mediterráneo en México y Estados Unidos, y su dispersión y aumento en Guatemala.

18. El Servicio no proporcionará reembolso al Cooperador por ninguna mejora realizada durante el período de vigencia de este Acuerdo, excepto lo previsto en los planes de trabajo y financiero.

19. La responsabilidad financiera asumida por cada parte estará sujeta a la asignación de fondos disponibles para cubrir legalmente los gastos del Programa.

20. Los resultados de trabajos aquí señalados pueden ser publicados conjuntamente por el Cooperador y el Servicio, o por cualquiera de las partes separadamente, y se presentará a la otra parte para sugerencias y aprobación antes de su publicación. En caso de desacuerdo, cualquiera de las partes podrá publicar los resultados bajo su propia responsabilidad, dando reconocimiento de cooperación.

21. En caso de que los costos del Programa bajo este Acuerdo aumenten o disminuyan, la contribución total de las partes puede ser ajustada por mutuo acuerdo anticipado de las partes involucradas y estipulado en planes de trabajo y financieros revisados por escrito.

22. Todo el equipo adquirido e instalado por el Servicio bajo el Acuerdo Cooperativo del 10 de julio de 1981, entre el Cooperador y el Servicio, permanecerá como propiedad del Servicio.

23. La cláusula de patente que se aplica a este Acuerdo, estará de Acuerdo con la Exposición A, la cual se adjunta y forma parte del mismo.[1]

24. El Servicio, los Estados Unidos y todos sus funcionarios y empleados no estarán obligados con el Cooperador por la pérdida o daño del equipo u otra propiedad de cualquier naturaleza en posesión o control del Cooperador o cualquiera de sus funcionarios, empleados, agentes o cooperadores del Cooperador. El Servicio, los Estados Unidos y todos sus funcionarios y empleados, no estarán obligados con el Cooperador por la muerte o herida de cualquiera de los funcionarios, empleados, agentes o cualquiera otra clase de individuo del Cooperador como resultado de las actividades autorizadas o descritas en este Acuerdo. El Cooperador liberará al Servicio, los Estados Unidos y todos sus funcionarios y empleados de toda responsabilidad de cualquier clase o naturaleza incluyendo la responsabilidad que surja del Acta de Compensación de los Empleados Federales (Federal Employees Compensation Act) como resultado de las actividades autorizadas por y descritas en este Acuerdo, exceptuando la responsabilidad que surja de la negligencia u omisión de un empleado del Departamento de Agricultura de los Estados Unidos. Con el fin de liberar al Servicio, los Estados Unidos, y a todos sus funcionarios y empleados de responsabilidad, el Cooperador acuerda exonerar al Servicio, los Estados Unidos, y a todos sus funcionarios y empleados de responsabilidad y gastos incluyendo el gasto de cualquier juicio y/o gastos legales y otros gastos para la defensa de litigios de todas las responsabilidades civiles que surjan de las actividades autorizadas y/o descritas en este Acuerdo, excepto la responsabilidad que surja por la negligencia u omisión de cualquier empleado de los Estados Unidos de Norteamérica.

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[1] Exhibit A appended to the Spanish text is in the English language. See p. 4130 *supra*.

25. Que el Contralor General de los Estados Unidos o cualquiera de sus representantes debidamente autorizados o representantes debidamente autorizados del Departamento de Agricultura de los Estados Unidos tendrá acceso, y el derecho a examinar libros, documentos, papeles, y archivos pertinentes del Cooperador que comprendan las transacciones relacionadas con este Acuerdo hasta la expiración de tres años después del pago final bajo este Acuerdo. El mismo derecho se extiende en forma idéntica al Secretario de Estado y a las Agencias del Ministerio de Agricultura y a la Dirección Técnica de Sanidad Vegetal de Guatemala.

26. Ningún miembro o delegado del Congreso de los Estados Unidos, Comisionado Residente, o funcionario del Poder Legislativo de Guatemala será admitido en ninguna participaciónn o parte de este Acuerdo o de cualquier beneficio que de ello resulte, al menos que sea hecho a través de una corporación para beneficio general.

27. Este Acuerdo estará en vigor a partir de la fecha de firma final y continuará vigente hasta el 30 de septiembre de 1982, y estará sujeto a renovarse por escrito por ambas partes cada año. Además, este Acuerdo puede enmendarse en cualquier momento por mutuo acuerdo de las partes involucradas por escrito. Cualquiera de las partes puede cancelar este Acuerdo con aviso de 60 días de anticipación por escrito a la otra parte.

28. Al concluír este Acuerdo Cooperativo cualquiera y todo el equipo comprado con fondos del Servicio, incluyendo el equipo comprado bajo el Acuerdo del 10 de julio de 1981, será devuelto al Servicio y sujeto a su disposición. Además, el Servicio, a solicitud del Cooperador acuerda vender su equipo al Cooperador, todo o en parte, y a un precio que se acordará a través de una evaluación conjunta.

MINISTERIO DE AGRICULTURA DE GUATEMALA
DIRECCION GENERAL DE SERVICIOS AGRICOLAS
DIRECCION TECNICA DE SANIDAD VEGETAL

DIRECTOR TECNICO — Fecha

22 - Octubre/1981

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

DELEGADO ADMINISTRADOR — 10/22/81 Fecha

WORLD TOURISM ORGANIZATION

Taxation: Reimbursement of Income Taxes

Agreement effected by exchange of letters
Dated at Madrid September 23 and October 27, 1981;
Entered into force January 1, 1982.

The American Acting Commercial Attaché to the Secretary-General of the World Tourism Organization

UNITED STATES DEPARTMENT OF COMMERCE

FOREIGN COMMERCIAL SERVICE

Madrid, September 23, 1981

Honorable Robert C. Lonati
Secretary-General
World Tourism Organization
Capitan Haya 42
Madrid 20

Dear Mr. Secretary-General:

I refer to this Embassy's diplomatic note, dated September 23, 1981, informing you of the U.S. Government's intention to terminate the existing Tax Reimbursement Agreement between the U.S. Government and the World Tourism Organization,[1] and to replace it with a new agreement. I enclose a draft text of the new Tax Reimbursement Agreement, for your consideration.

The U.S. Government would appreciate receiving a formal response from the World Tourism Organization as soon as might be convenient.

Sincerely,

Mark J. Platt

Mark J. Platt
Acting Commercial Attache

Enclosure:
As stated

EMBASSY OF THE UNITED STATES OF AMERICA
SERRANO 75 MADRID-6 TELEPHONE: 276 36 00 TELEX: 27763

[1] Exchange of letters Feb. 24 and 25, 1977. TIAS 8565; 28 UST 2455.

TAX REIMBURSEMENT AGREEMENT

The World Tourism Organization will reimburse Organization staff members who are United States citizens, or who are otherwise liable to pay United States Federal Income Taxes, for those United States Federal Income Taxes that these employees have paid on World Tourism Organization income as specified below. An advance payment made by the World Tourism Organization relating to the estimated tax liability of an employee during a current year will be treated as a reimbursement, provided that such payment is effected by an instrument jointly payable to the Internal Revenue Service and the employee.

An income tax equalization charge will be payable by the United States Government, subject to the availability of funds, to the World Tourism Organization to compensate the World Tourism Organization for the expenditures it has made. This charge will cover reimbursements made by the World Tourism Organization for United States Federal Income Taxes on the following categories of World Tourism Organization income: Basic salary; post allowance that is based on the cost of living; travel on appointment or on separation; installation allowance; removal, shipment or storage of household effects; education allowance and education travel grant; home leave travel; travel on annual leave from designated duty station; family visit travel; representation; language allowance; dependency grant; or other payments made specifically to compensate an employee for the United States Federal Income Tax for which the employee is liable or has paid.

The charge payable by the United States Government will not include reimbursement for interest or fines paid on income tax, taxes on pensions, or lump sum payments related to pensions, or taxes paid to any state or local government within the United States.

The United States Government will reimburse for each taxpayer an amount not to exceed the Federal Income Tax that would be due if the specified categories of World Tourism Organization income were the taxpayer's only income, taking into account any special tax benefits available to United States taxpayers employed abroad, as well as the deductions and personal exemptions generally allowed.

This agreement does not cover World Tourism Organization employees who are paid from voluntary funds, nor income from any source other than the World Tourism Organization.

The World Tourism Organization will maintain separate accounting of the tax reimbursements covered by this agreement. To help insure the accountability of the program, the World Tourism Organization, after securing the written permission of the American staff members, will provide the Department of State with a list of participating employees and their United States Social Security numbers for forwarding to the United States Internal Revenue Service for income tax filing record checks.

The United States Government will reimburse the World Tourism Organization on the basis of a certification that reimbursements have been made by the World Tourism Organization to United States citizens, or others who are liable to pay United States Federal Income Taxes. The certifications will set forth the names and United States Social Security numbers of the staff members reimbursed, the total of World Tourism Organization income against which the United States Federal Income Tax has been paid, the amounts reimbursed to the staff members, the tax year for which the reimbursement is made, and the year in which reimbursement is made for each of the categories of World Tourism Organization income specified above.

This Agreement will enter into force January 1, 1982. It shall apply with respect to reimbursements made by the World Tourism Organization on taxes paid on income earned in 1982 or thereafter.

This Agreement may be terminated by either party. Termination shall take effect one year from the date on which written notice of termination is given.

This Agreement supersedes the Agreement on Reimbursement of Income Taxes between the United States of America and the World Tourism Organization concluded in Madrid on February 24 and 25, 1977.

The Secretary-General of the World Tourism Organization to the American Ambassador

OMT · WTO · BTO

ORGANISATION MONDIALE DU TOURISME
WORLD TOURISM ORGANIZATION
ORGANIZACION MUNDIAL DEL TURISMO
ВСЕМИРНАЯ ТУРИСТСКАЯ ОРГАНИЗАЦИЯ

The Secretary General

The Secretary-General of the World Tourism Organization presents his compliments to the Ambassador of the United States of America and has the honor to inform him that the Secretary-General has agreed to the proposal of the Government of the United States of America to terminate the existing tax reimbursement agreement between the World Tourism Organization and the United States of America and replace it with the new agreement with effect from 1 January 1982.

The Secretary-General is happy to acknowledge that this exchange of verbal notes constitutes the agreement between the Government of the United States of America and the World Tourism Organization with the aim of standardizing the existing tax reimbursement procedure with a more precisely worded text, copy attached.

The Secretary-General of the World Tourism Organization avails himself of this opportunity to renew to the Ambassador of the United States of America the assurances of his highest consideration.

Madrid, 27 October 1981

ORGANIZACION MUNDIAL DEL TURISMO · OMT ·

INTER-PARLIAMENTARY UNION

Taxation: Reimbursement of Income Tax

Agreement effected by exchange of notes
Dated at Geneva September 17 and October 27, 1981;
Entered into force October 27, 1981;
Effective January 1, 1981.

The United States Mission to International Organizations to the Inter-Parliamentary Union

UNITED STATES MISSION TO INTERNATIONAL ORGANIZATIONS
GENEVA, SWITZERLAND

September 17, 1981

No. 344

The Permanent Mission of the United States of America to the United Nations Office and other International Organizations in Geneva presents its compliments to the Inter-Parliamentary Union and has the honor to refer to the previous correspondence between the Mission and the IPU with regard to the conclusion of a tax reimbursement agreement between the United States Government and the IPU.

The Mission has been requested to seek agreement to the following additions and modification to the text presented in its letters of April 21 and May 22, 1981:[1]

--Addition at the end of the first paragraph of the sentence: "An advance payment made by the IPU relating to the estimated tax liability of an employee during a current year will be treated as a reimbursement provided that such payment is effected by an instrument jointly payable to the Internal Revenue Service and the employee."

-- Addition at the end of the second paragraph of the following phrase: ". . . payments made specifically to compensate an employee for the United States federal income tax for which the employee is liable or has paid."

-- Modification of the antepenultimate paragraph to read as follows and moving it within the text so that it becomes the fourth paragraph: "The United States Government

[1] Not printed as incorporated in full text *infra*.

will reimburse for each taxpayer an amount not to exceed the federal income tax that would be due if the specified categories of IPU income were the taxpayer's only income, taking into account any special tax benefits available to United States taxpayers employed abroad, as well as the deductions and personal exemptions generally allowed."

The full tax reimbursement agreement would then read:

"The Inter-Parliamentary Union (IPU) will reimburse IPU staff members who are United States citizens, or who are otherwise liable to pay United States federal income taxes, for those United States federal income taxes that these employees have paid on IPU income as specified below. An advance payment made by the IPU relating to the estimated tax liability of an employee during a current year will be treated as a reimbursement provided that such payment is effected by an instrument jointly payable to the Internal Revenue Service and the employee.

"An income tax equalization charge will be payable by the United States Government, subject to the availability of funds, to the IPU to compensate the IPU for the expenditures it has made. This charge will cover actual reimbursements made by the IPU for United States federal income taxes on the categories of IPU income specified below: basic salary; post allowance that is based on the cost of living; travel appointment or on separation; installation allowance; removal, shipment or storage of household effects; education allowance and education

travel grant; home leave travel; travel on annual leave from designated duty station; family visit travel; representation; language allowance; dependent grant; payments made specifically to compensate an employee for the United States federal income tax for which the employee is liable or has paid.

"The charge payable by the United States Government will not include reimbursement for interest or fines paid on income tax, taxes on pensions, or taxes paid to any state or local government within the United States.

"The United States Government will reimburse for each taxpayer an amount not to exceed the federal income tax that would be due if the specified categories of IPU income were the taxpayer's only income, taking into account any special tax benefits available to United States taxpayers employed abroad, as well as the deductions and personal exemptions generally allowed.

"This agreement does not cover IPU employees who are paid from voluntary funds, nor income from any source other than from the IPU.

"The IPU will maintain separate accounting of the tax reimbursements covered by this agreement. To help insure the accountability of the program, the IPU, after securing the written permission of the American staff member, will provide the Department of State with a list of participating employees and their United States social security numbers for forwarding to the United States

Internal Revenue Service for income tax filing record checks.

"The United States Government will reimburse the IPU on the basis of a certificate that reimbursements have been made by the IPU to United States citizens, or others who are liable to pay United States federal income taxes. The certification will set forth the names and United States social security numbers of the staff members reimbursed, the total amount of IPU income against which United States federal income tax has been paid, the amounts reimbursed to the staff members, the tax year for which reimbursement is made, and the year in which reimbursement is made for each of the categories of IPU income specified above.

"This agreement will enter into force January 1, 1981. It shall apply with respect to reimbursements made by the IPU on taxes paid on income earned in 1978 or thereafter.

"This agreement may be terminated by either party. Termination shall take effect one year from the date on which written notice of termination is given."

The above agreement will be concluded upon receipt by the Permanent Mission of a note from the IPU formally consenting to the text.

The Permanent Mission of the United States avails itself of this opportunity to renew to the Inter-Parliamentary Union its assurances of its highest consideration.

The Mission of the United States of America,

Geneva, September 17, 1981.

The Inter-Parliamentary Union to the United States Mission to International Organizations

UNION INTERPARLEMENTAIRE 1889 INTER-PARLIAMENTARY UNION

PLACE DU PETIT-SACONNEX
1209 GENÈVE (SUISSE

ADRESSE TÉLÉGRAPHIQUE
"INTERPARLEMENT-GENÈVE"
TÉLÉPHONE (022) 34 41 50

The Inter-Parliamentary Union presents its compliments to the Permanent Mission of the United States of America to the United Nations Office and other International Organizations in Geneva and has the honour to refer to previous correspondence between the Mission and the Inter-Parliamentary Union with regard to the conclusion of a tax reimbursement agreement between the United States Government and the Inter-Parliamentary Union.

The Inter-Parliamentary Union has taken note of the Permanent Mission's note verbale (No. 344) of 17 September 1981 and of the proposed additions and modifications to the text of the above-mentioned agreement.

The Inter-Parliamentary Union hereby consents to the new agreement text quoted in the Permanent Mission's note.

The Inter-Parliamentary Union avails itself of this opportunity to renew to the Permanent Mission of the United States of America its assurances of its highest consideration.

The Inter-Parliamentary Union,

INTER-PARLIAMENTARY UNION GENEVA

Geneva, 27 October 1981

SWEDEN

Employment

Arrangement effected by exchange of notes
Dated at Washington October 27 and 30, 1981;
Entered into force October 30, 1981.

The Department of State to the Swedish Embassy

The Department of State acknowledges receipt of Note No. 112 dated July 22, 1981,[1] from the Embassy of Sweden proposing the conclusion of a bilateral agreement on the employment of dependents of United States and Swedish Government officials in the territory of the other. The Department enthusiastically welcomes this proposal and suggests the following specific language for the agreement:

"The United States and Sweden agree that, on the basis of reciprocity, dependents of employees of one Government assigned to official duty in the territory of the other will be authorized to accept employment under the terms set forth herein. 'Employees' covered by this agreement are those persons assigned to diplomatic and consular missions, as well as persons assigned to missions to international organizations.

"Before such dependents commence employment in the receiving State, the embassy of the sending State shall make an official request for approval. In the case of Sweden, such request shall be forwarded to the Protocol Division of the Ministry for Foreign Affairs. In the case of the United States, the request shall be forwarded to the Office of Protocol of the Department of State. Upon verification that the person in question qualifies as a dependent to whom this

[1] Not printed.

agreement is applicable, the protocol office shall inform the embassy that the dependent has permission to accept employment. The procedures followed by the respective protocol offices shall be those prescribed by the laws, regulations and practices of the receiving State but shall be applied in a way which facilitates acceptance of employment as quickly as possible.

"In the case of dependents who obtain employment under this Agreement and who enjoy immunity from jurisdiction of the receiving State in accordance with the Vienna Convention on Diplomatic Relations,[1] or under any other applicable international agreement, the sending State agrees to waive irrevocably such immunity with respect to civil and administrative jurisdiction relating to all matters arising out of the employment. Such dependents shall also be obliged to pay income taxes imposed by the receiving State on any remuneration received as a result of their employment."

The Department of State proposes that this note and the Embassy's note in reply confirming the acceptability of its contents constitute an agreement which shall enter into force on the date of the Embassy's reply note and shall remain in force until ninety days after the date of a written notification from either Government to the other of intention to terminate it.

Department of State,

Washington, October 27, 1981

[1] Done Apr. 18, 1961. TIAS 7502; 23 UST 3227.

The Swedish Embassy to the Department of State

SWEDISH EMBASSY

NO. 188

The Swedish Embassy presents its compliments to the Department of State and has the honor to acknowledge receipt of the Department's note of October 27, 1981, regarding the employment of dependents of employees of either government assigned to the other country.

The Swedish Embassy is pleased to inform the Government of the United States that the Swedish Government concurs in the proposal set out in the Department's note and further agrees that the Department's note and this reply shall constitute an arrangement between our two governments effective as of October 30, 1981, and shall remain in effect until terminated by either government on ninety days written notice to the other.

The Swedish Embassy avails itself of this opportunity to renew to the Department of State the assurances of its highest consideration.

Washington, D.C., October 30, 1981

Office of Protocol
Department of State
Washington, D.C.

Address
Suite 1200
600 NEW HAMPSHIRE AVE., N.W.
WASHINGTON, D. C. 20037
USA

Telefon
(202) 298-3500

Telegram
SVENSK

Telex
RCA 248347, Svak Ur
WU 89-2724 Svensk WSH

REPUBLIC OF KOREA

Atomic Energy: Technical Information Exchange and Cooperation in Regulatory and Safety Research Matters

Arrangement signed at Washington November 10, 1981;
Entered into force November 10, 1981.
With patent addendum.

ARRANGEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION (U.S.N.R.C.)
AND
THE MINISTRY OF SCIENCE AND TECHNOLOGY (M.O.S.T.),
REPUBLIC OF KOREA,
FOR
THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION
IN REGULATORY AND SAFETY RESEARCH MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Ministry of Science and Technology, Republic of Korea (hereinafter called the M.O.S.T.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information in regulatory matters and cooperation in development of safety standards, originally signed on March 18, 1976,[1] between the United States Nuclear Regulatory Commission and the Atomic Energy Bureau of the Ministry of Science and Technology, Republic of Korea, such Arrangement including provision for its extension as mutually agreed upon by the parties;

[1] TIAS 8283; 27 UST 1848. [Footnote added by the Department of State.]

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement;

Have agreed as follows:

I. SCOPE OF THE ARRANGEMENT

I.1 Technical Information Exchange

To the extent that the U.S.N.R.C. and the M.O.S.T. are permitted to do so under the laws, regulations, and policy directives of their respective countries, the parties agree to continue the exchange of the following types of technical information relating to the regulation of safety and environmental impact of, and safety research on, designated types of nuclear energy facilities:

a. Topical reports concerning safety, safeguards, and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.
b. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.
c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the M.O.S.T. as similar to certain facilities being built or planned in Korea and equivalent documents on such Korean facilities.

d. Information concerning reactor safety research results that requires early attention in the interest of public safety, along with an indication of significant implications. (See Appendices A and B.)

e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

f. Regulatory procedures for the safety, safeguards, and environmental impact evaluation of nuclear facilities.

g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties, as well as advice on particular questions relating to reactor safety.

h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

I.2 Cooperation in Safety Research

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the two parties including the use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by-case basis and be the subject of a separate agreement implemented by the appropriate research organizations of the parties. Temporary assignments of personnel by one party in the other party's agency will be considered on a case-by-case basis.

I.3 Collaboration in Regulatory Standards

The U.S.N.R.C. has worked closely with the International Atomic Energy Agency (I.A.E.A.) to develop fundamental reactor safety standards adaptable to all countries initiating nuclear power programs. Subject to available resources, the U.S.N.R.C. will work in close cooperation with the M.O.S.T. to tailor these I.A.E.A. standards and other related standards to Korean circumstances. This includes review and comment by the U.S.N.R.C. of standards being proposed by the M.O.S.T. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of a party will be made available to the other party on a timely basis.

I.4 Personnel Training Assignments

On request, the U.S.N.R.C. will assist the M.O.S.T. in providing certain training and experience for M.O.S.T. safety personnel. Costs of salary, allowances and travel of M.O.S.T. participants will be paid by the M.O.S.T. Participation will be permitted to the maximum extent within the limits of available resources. The following are typical of the kinds of training and experience that may be provided:

a. M.O.S.T. inspector accompaniment of U.S.N.R.C. inspectors on operating reactor and reactor construction inspections in the U.S., including extended briefings at the U.S.N.R.C. regional inspection offices.

b. Participation by M.O.S.T. employees in U.S.N.R.C. staff training courses.

c. Assignment of M.O.S.T. employees for 1-2 year periods to the U.S.N.R.C. staff, to work on U.S.N.R.C. staff duties and gain experience.

d. Presentation of staff training courses in Korea.

I.5 Cooperation in Nuclear Emergencies

In the case of a significant nuclear incident or accident in Korea, and particularly in those cases involving a U.S.-supplied nuclear power plant, the U.S.N.R.C. agrees, within the limits of its legislative authority and available resources, to render assistance at the request of the M.O.S.T. Examples of the types of assistance, the extent of which will be determined by the U.S.N.R.C. and the M.O.S.T. on a case-by-case basis, could include, but would not necessarily be restricted to, the following:

a. Establishing and maintaining a channel of communication between the M.O.S.T. and the U.S.N.R.C. to monitor the severity of the accident situation and to provide technical advice to the M.O.S.T.

b. Organizing and maintaining teams of experts, working in U.S.N.R.C. Headquarters and in other U.S. locations as required, to give technical advice on the safety problems attendant to the emergency.

c. Sending U.S.N.R.C., and other U.S., technical experts, including experts in offsite protective measures, to Korea during emergency situations.

To activate this emergency assistance* the following procedures would apply:

(1) A designated representative of the M.O.S.T. will communicate directly with the U.S.N.R.C. Headquarters Duty Officer at the U.S.N.R.C. Operations Center for the purpose of supplying initial information on the incident. A line of communication will be established and maintained by the M.O.S.T.

(2) The U.S.N.R.C. Operations Center will follow its established procedures, including decision criteria for activating the U.S.N.R.C. Executive Team, for collecting and assessing status information and monitoring the progress of the emergency, using this established communications link.

(3) Continuing information (in English) will be provided from Korea to the United States, preferably from the site of the incident.

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* In situations requiring technical advice, but not of an emergency nature, requests for assistance will be made within the channel of communication between the U.S.N.R.C. and the M.O.S.T. Arrangement administrators which is described in Section II.b of this Arrangement.

(4) As soon as practical, the Headquarters Duty Officer and the M.O.S.T. designee will arrange for conference conversations between the Director General of the M.O.S.T. Atomic Energy Bureau, or his designated representative, and the U.S.N.R.C. Executive Director for Operations, the Director of the Executive Team, when activated, or another designated official representing U.S.N.R.C., and appropriate technical experts, in which assistance measures will be discussed and plans for initiating assistance programs agreed upon.

(5) Cooperative action will begin as soon as this verbal agreement is reached. This plan of cooperative action will be confirmed by telegraph as soon as practicable.

(6) Questions of liability will be covered as set out in the International Convention on Nuclear Safety Cooperation when it is ratified by the U.S. and Korea. In the interim, the U.S.N.R.C., or its representatives, will not be held liable for personal injury or property damage which may result from information or assistance it provides, or fails to provide, in the course of civil nuclear emergencies. As with other information furnished under this Arrangement, each side is fully responsible for what use it makes of any information it receives.

(7) M.O.S.T. will send copies of final safety analysis reports and other documentation describing Korean nuclear power plants and approved emergency procedures to U.S.N.R.C. These will be kept by U.S.N.R.C. for use in interpretation and analysis of information received during emergency and other assistance actions.

I.6 Additional Safety Advice

To the extent that the documents, training, and other assistance provided by the U.S.N.R.C., as described in I.1 through I.5, above, are not adequate to meet M.O.S.T. needs for technical advice, the parties will consult on the best means for fulfilling such needs.

II. ADMINISTRATION

a. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange and cooperation under this Arrangement, to recommend revisions, and to discuss topics coming within the scope of the cooperation. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the two administrators appointed by the parties.

b. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the

designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.

c. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.

d. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

e. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government

concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

f. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its existing laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

g. Information exchanged under this Arrangement shall be subject to the patent provisions in the Patent Addendum of this document.

III. EXCHANGE AND USE OF INFORMATION

a. The term "information," as used in Article III, means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

d. In general, information received by each party to this Arrangement may be disseminated freely without further permission of the other party.

e. Proprietary and other confidential or privileged information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

f. In addition, proprietary and other confidential or privileged information may be disseminated without prior consent

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary or other confidential or privileged information; and

(2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary or other confidential or privileged information is used only within the terms of the permit or license; and

(3) to contractors or organizations identified in (2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary or other confidential or privileged information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

g. With the prior written consent of the party furnishing proprietary or other confidential or privileged information under this Arrangement, the receiving party may disseminate such proprietary or other confidential or privileged information more widely than otherwise permitted. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

h. A party receiving under this Arrangement proprietary or other confidential or privileged information shall respect its proprietary or confidential nature. Proprietary or other confidential or privileged information must be clearly marked or, if verbal, identified, so as to indicate its confidential or privileged nature. Confidential or privileged information must, in addition, be accompanied by a statement indicating that the information is protected from public disclosure by the Government of the transmitting party, and that the information is submitted under the condition that it be maintained in confidence.

i. If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

j. Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

IV. DURATION

a. This renewed exchange shall enter into force upon signature and, subject to paragraph IV.b. of this Article, shall remain in force for five years unless extended for a further period of time by agreement of the parties.

b. Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

Signed in Washington, DC, on this tenth day of November 1981.

FOR THE KOREAN MINISTRY OF SCIENCE AND TECHNOLOGY

Chung Oh Lee
Minister

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

Nunzio J. Palladino
Chairman

APPENDIX "A"

U.S.N.R.C.-M.O.S.T. Reactor Safety Research Exchange

Areas in Which the U.S.N.R.C. Is Performing LWR Safety Research

1. Seismic Studies
2. Heavy Section Steel Technology Program
3. LOFT Program
4. Severe Accident Testing Program
5. Separate Effects Testing - Loss of Coolant Accident Studies
6. Analytical Model Development
7. Design Criteria for Piping, Pumps, and Valves
8. Alternate ECCS Studies
9. Core Meltdown Studies
10. Fission Product Release and Transport Studies
11. Probabilistic Studies
12. Man-Machine Interface Studies
13. Fire Protection Studies
14. Decommissioning Studies
15. Radiation Health and Environment Studies
16. Waste Management Studies

APPENDIX "B"

U.S.N.R.C.-M.O.S.T. Reactor Safety Research Exchange

Areas in Which the M.O.S.T. Is Performing LWR Safety Research

1. Studies and experiments on loss-of-coolant accidents (blow-downs and emergency cooling systems).

2. Fuel Rod Bowing Analysis

PATENT ADDENDUM

A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this exchange of technical information in regulatory safety research matters and cooperation in the development of safety standards between the U.S. Nuclear Regulatory Commission and the Ministry of Science and Technology, Republic of Korea, if made or conceived while in attendance at meetings or when employing information which has been communicated under this exchange arrangement by one Party or its contractors to the other Party or its contractors, the Party (Inventor Party) making the invention shall acquire all right, title and interest in and to any such invention, discovery, patent application or patent in its own and third countries, subject to the grant to the other Party (Recipient Party) of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent, in such countries for use in the production or utilization of special nuclear material or atomic energy, and the Recipient Party shall acquire all right, title and interest in such invention, patent, etc., in its own country, subject to the grant of a corresponding license to the Inventor Party.

B. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

FEDERAL REPUBLIC OF GERMANY

Defense Assistance: Support of Aircraft

Agreement signed at Bonn and Ramstein November 5 and 9, 1981;
Entered into force November 9, 1981;
Effective October 1, 1979.
With related letter.

Agreement

between

The Commander in Chief, United States Air Forces
in Europe (USAFE)

and

The Federal Minister of Defense
of the Federal Republic of Germany

concerning

the support of USAFE A-10 aircraft at Forward Operating Locations (FOLS) in the Territory of the Federal Republic of Germany

In implementation of the decision of their respective governments to establish FOLs for A-10 aircraft at certain German Air Force (GAF) bases, the Commander in Chief of the United States Air Forces in Europe and the Federal Minister of Defense of the Federal Republic of Germany have agreed as follows:

Article 1

1. The Federal Minister of Defense of the Federal Republic of Germany provides free of rent to USAFE, for sole or joint use, buildings, areas, and appurtenant installations for the establishment of FOLs on the Leipheim, Nörvenich, and Ahlhorn air bases.

2. A listing of the provided buildings, areas, and installations is set forth

   - in Annex A for the Leipheim air base,
   - in Annex B for the Nörvenich air base, and
   - in Annex C for the Ahlhorn air base.

3. Changes or extensions of the sole or joint use of the buildings, areas and installations listed in the Annexes may be mutually agreed at base level and will then be submitted by USAFE to the Federal Minister of Defense of the Federal Republic of Germany for confirmation.
   Confirmed changes or extensions of sole or joint use will be reflected in amended Annexes to this Agreement.

4. In addition, the FOLs are provided within existing capabilities, the joint use of all facilities of the air bases which are, or may become, necessary for the operation of the FOLs. The extent of the joint use will be set forth in operating agreements to be negotiated at the appropriate local level. Such operating agreements will be based on a maximum force of 80 US military

personnel of all ranks plus approximately 8 aircraft flying approximately 12 sorties daily.

5. Flying operations will be in accordance with the regulations of the respective air base commanders. Deviations from routine flying operations (i.e. exercises) will be handled as follows: Not later than 60 days prior to a proposed peacetime unit readiness/surge exercise at an FOL, HQ USAFE will apply for approval from German Air Force Tactical Command (GAFTAC) for an exercise by up to 18 aircraft (A-10s from the 81 TFW, including those already stationed at the FOL). The approval request will contain a specific start date, desired duration of the exercise and the anticipated number of sorties per day. Exercises of collocated operating base (COB) forces at FOL Ahlhorn will not be conducted in conjunction with FOL exercises of the 81 TFW at this base and will be applied for in accordance with Article 7 of the Supplementing Arrangement for Operation and Support of USAF Deployments to Air Bases of the Federal Republic of Germany.[1]

Article 2

1. Upon the request of USAFE, the German construction agencies will make additions and alterations to the buildings and erect structures on the areas provided. New constructions, additions and alterations will, in compliance with pertinent German laws, statutory instruments and administrative regulations, be carried out under NATO infrastructure procedures or in accordance with the procedures laid down in the "Agreement for Accomplishment of Dollar Funded Construction Projects of the US Forces" (DBK 1956/1961) or subsequent procedures as set out in ABG 75 (US version).

[1] Not printed.

New constructions, additions and alterations involving costs not exceeding $ 100,000 (Minor Constructions) will be initiated by the Federal Armed Forces Administration upon request to be addressed to the Garrison Administrative Office (STOV) concerned. Requests for new constructions, additions and alterations the cost of which exceed $ 100,000 (Major Constructions) will be submitted by USAFE to the Federal Minister of Defense of the Federal Republic of Germany direct.

2. Before additions or alterations are made to any buildings or facilities provided for sole or joint use, the permission of the competent STOV and the base commander concerned will be obtained.

   Additions and alterations to buildings and facilities co-used by USAFE must not impair the use of such buildings and facilities by the GAF.

3. The use of buildings and areas for purposes other than the operation of the FOL requires prior approval of the Federal Minister of Defense of the Federal Republic of Germany.

Article 3

USAFE waives any claim for the residual value of new constructions, additions and alterations upon terminating the use of buildings, areas, and appurtenant facilities and, in addition, will bear the cost of restoration to the original condition thereof, in accordance with DBK 1956/1961 and/or BMG 1956/1961.

Article 4

1. The security of FOL installations, parkway/flightline areas, and ammunitions storage areas (including munitions areas adjoining GAF munitions storage areas off base) will be provided

by the Federal Minister of Defense of the Federal Republic of Germany in accordance with German security regulations. The cost of meeting any additional security requirements will be reimbursed by USAFE.

2. USAFE will not erect additional fencing around provided buildings, areas, and appurtenant facilities located within military secure areas without the prior approval of the base commander concerned.

Article 5

1. Maintenance of provided buildings, areas and appurtenant installations will be carried out in accordance with Section C of the "Guidelines for the Implementation of Construction Projects of the Federal Government within the terms of reference of the Construction Administration" (RBBau). Building maintenance includes the maintenance and repair of buildings, structures and non-severable functional installations. Building maintenance costs will be borne by USAFE in accordance with DBK 1956/1961, BMG 1956/1961 and pertinent follow-on agreements.

2. The STOV will be responsible for the operation of functional installations (subject to an administrative charge as provided for in paragraph 5 of Article 6 below) and the maintenance of severable functional installations.

Article 6

1. Building and Maintenance Costs; Reimbursements

   a. USAFE will bear the cost of minor and major new constructions, additions or alterations, including the cost of

building maintenance and maintenance of non-severable equipment and furnishings required by USAFE for operation of the FOL. Where NATO common funding appears possible, USAFE will apply for NATO infrastructure programming.

b. The German construction agencies will be reimbursed for services provided in connection with building maintenance and the execution of minor or major new constructions, building extensions or alterations in accordance with DBK 1956/1961 or applicable follow-on agreements.

c. USAFE will bear such costs as may be required to install meters for determining consumption of utilities (such as electricity and heating) unless it is mutually agreed that other methods of cost determation are adequate.

2. Operating Costs

a. USAFE will bear the other operating costs of the buildings, areas, and appurtenant facilities solely used by the FOL.

b. USAFE will bear a proportionate share of the cost of jointly used base facilities which may be an estimated lump-sum amount if other determination of cost is not possible. Computation of the lump sum will be based on the number of aircraft on base, or in the case of billets, office buildings and recreational facilities, on the number of user personnel.

3. POL and Supply Support of Aircraft

a. GAF POL and support services will be provided within existing capabilities to support aircraft referenced in Article 1, paragraph 5, above. The costs of hiring additional civilian personnel required to provide such services will be reimbursed by USAFE after consultation with the FOL Commander.

b. When POL storage capacity has been provided for sole use, USAFE will be responsible for initial filling either by USAF or GAF. If the GAF is requested to provide the initial fill, USAFE will reimburse the costs in accordance with the procedures of STANAG 3113. Turnover of US POL stocks will be provided by GAF as required by normal peacetime flying training. The costs for maintaining these stocks will be reimbursed by USAFE in accordance with STANAG 3113 procedures.

In times of tension and in wartime, FOL aircraft will be supplied from on-base stocks pending the delivery of follow-on supplies from the pipeline system.

c. Crash recovery and other aircraft support including manpower for normal peacetime FOL operations will be reimbursed in accordance with the procedures of STANAG 3113.

4. Other Support Services

a. Telecommunications. The GAF will provide air traffic control (ATC) services as available. The FOL units will be provided the co-use of existing air base telecommunications installations and circuits within existing capabilities. The co-use of the Federal Armed Forces telecommunications system is without charge. USAFE will be charged for telecommunications services of the public Bundespost system. Details concerning the use of telecommunications installations and facilities will be arranged with the cognizant units on base.

b. Transportation. The Federal Armed Forces will provide transportation to FOL personnel on a cost-reimbursable basis for official purposes in accordance with the appropriate German regulations to the extent that sufficient organic FOL transportation is not available.

c. Laundering Services. Laundering services will be provided on a reimbursable basis by the appropriate STOV under existing contracts.

d. Supplies. The GAF base commander and STOV will provide, on a reimbursable basis, supplies including vehicle gasoline (MOGAS) and heating fuel drawn from German stocks or contractors. Control procedures will be in accordance with established policies.

e. Vehicle maintenance. The GAF will provide maintenance for USAFE commercial vehicles of German manufacture on a reimbursable basis. Where maintenance criteria cannot be met by the GAF, FOLs will award contracts for such services to civilian contractors at their own expense. STOVs will render assistance in selecting suitable firms at no cost to USAFE.

5. Administrative Costs

An administrative charge of 3% of the amount of incurred costs will be made. This will not apply to support provided under paragraph 3, above, and it will not prejudice the provisions of subparagraph 1.b., above.

Article 7

1. Within the Air Force base, FOL personnel will be subject to the regulations of the base commander, except within the buildings, areas, and appurtenant installations that have been provided for the sole use of the FOL. For the purposes of this Agreement, FOL personnel will comprise personnel permanently assigned to the FOL and personnel performing duties on the base in support of the FOL under a temporary-duty assignment.

2. The Commander of the Air Base, the Chief of the STOV and their authorized personnel have the right to enter the FOL occupied buildings, areas, and appurtenant facilities for maintenance and repair or for any work appearing to them to be necessary because of any type of emergency. The FOL Commander or his designated representative will be informed as soon as possible of the circumstances of such an emergency.

3. German safety regulations concerning the storage of munitions and POL will apply to any storage area made available on the FOL for sole or joint use by USAFE, and to all storage capacity erected on air base areas by USAFE, unless in particular instances U.S. standards are more stringent, in which case the latter will prevail.

   USAFE will permit an authorized representative of the GAF to make unscheduled inspections to determine compliance with regulations pertaining to the storage of dangerous materials.

Article 8

1. FOL personnel may partake of German troop messing against payment by the individual. If as a result it is necessary to employ additional kitchen help, all additional personnel costs will be reimbursed by USAFE.

2. FOL personnel may join the GAF officers and NCO messes subject to membership criteria and payment of normal dues and fees.

3. FOL personnel on temporary duty on the air bases will be entitled to use the GAF officers and NCO messes without payment of membership dues, provided such personnel are members of the USAF officers or NCO mess at their home station. The GAF airmen's messes (Mannschaftsheime) may be used subject to payment of the established prices.

USAFE will reimburse the cost for additional cleaning and mess personnel which has to be employed under GAF regulations as a result of the co-use of GAF officers messes by FOL personnel.

4. In cases where additional personnel must be employed, the Chief of the STOV will consult with the FOL Commander and the GAF base commander before a decision is made to employ additional personnel to allow the FOL Commander to pursue other alternatives.

Article 9

After coordination with the German air base commander, FOL personnel may use existing morale, welfare and recreational facilities of the garrison area under the same conditions as members of the Bundeswehr.

Article 10

1. Single FOL personnel will, as far as possible, be provided billeting under the same conditions as comparable GAF personnel. This will include temporary furnishing until such time as the FOL can provide USAFE standard furniture.

2. The STOVs concerned will, within their capabilities, render assistance to FOL personnel in finding and renting suitable off-base family housing.

Article 11

Medical and dental care will be provided to FOL personnel within the limits of the Agreement concluded between the parties on 4 April 1962 [1] and in accordance with paragraph 5 of Article IX of the NATO Status of Forces Agreement [2] (NATO SOFA).

[1] Not printed.
[2] Signed June 19, 1951. TIAS 2846; 4 UST 1810.

Article 12

1. The STOVs concerned will present monthly bills for reimbursable costs to the 81 Tactical Fighter Wing (TFW), RAF Bentwaters, through the FOL Commander. Each bill will contain an itemized statement of costs. The FOL Commander or a person designated by him will examine the bill and certify the receipt of the relevant goods and services prior to submitting the bill to the 81TFW for payment. Bills will be payable within four weeks after receipt. The STOV and the 81 TFW will agree on details of the billing and paying procedures.

2. Funds will be made available by 81 TFW for emergencies. The amount of such funds will be determined by 1 October of each year by the STOV concerned in consultation with 81 TFW.

3. All payments will be made in Deutsche Mark (DM).

Article 13

The terms of the NATO SOFA of 19 June 1951 and of the Supplementary Agreement to the SOFA regarding foreign forces stationed in the Federal Republic of Germany, dated 3 August 1959,[1] are applicable to this Agreement.

Article 14

1. This Agreement will come into effect on the date of the last signature. It will have retroactive effect as of 1 October 1979.

2. This Agreement will apply in peacetime. With effect from the date on which the FOL forces are reinforced, the regulations laid down in the "Technical Arrangement for the co-use of air bases of the Federal Armed Forces in support of NATO" of 30 May 1975 including all amendments and supplements thereto shall be applied.[2]

[1] TIAS 5351; 14 UST 531.
[2] Not printed.

3. With the coming into effect of this Agreement, the Provisional Agreement in Principle of 13 September 1979[1] is superseded. Where measures taken pursuant to the Agreement in Principle are inconsistent with the foregoing provisions, they will not be affected, provided that such measures have been completed.

4. This Agreement may be amended at any time. Amendments shall be in writing. This Agreement will be amended whenever this is necessary under the stationing plans established by NATO.

5. This Agreement may be terminated by one year's notice in writing.

Article 15

This Agreement is executed in the English and German languages, each version being equally authentic.

Bonn, 5. Nov. 1981

For the Federal Minister of Defense of the Federal Republic of Germany

Dr. Götz Herrmann
Ministerialrat

Ramstein, 9 NOV 1981

For the Commander in Chief, United States Air Forces in Europe

DAVID L. NICHOLS, Brig Gen, USAF
Deputy Chief of Staff/Plans

[1] Not printed.

Annex A
to the Agreement concerning the Support
of A-10 Aircraft at FOLs (Leipheim Air Base)

The following buildings, areas, and appurtenant installations at the Leipheim Air Base are earmarked for sole or joint use by USAFE:

1.	Southeast/southwest ramps and parking area in front of shelters 307/308	13 a/c shelters with ramps will be built by 1983 with common NATO funding.
2.	Buildings 309/310	Operations facility (200m^2). New construction of NATO-funded squadron operations facility by the end of 1982.
3.	Shed 7 (56)	For maintenance/administration (200m^2).
4.	Buildings 307/308	For storage of ground support equipment and other inventories.
5.	Building 317	Transportation office; handling of passengers and air shipments.
6.	Buildings 207/208	Vehicle maintenance shop; joint use of maintenance facilities for repair and servicing of service vehicles.
7.	Hangar 316	Temporary joint use of one dock space (on the average once per month) for heavy repairs.

8. Building 332	On base storage space for 30 mm ammunition (if hazard class I) pending completion of ammunition storage site "Bubesheimer Wald".
9. Building 121 A	Enlisted personnel quarters.
10. Building 117 10 flats	Officers quarters.
11. Building 313	For interim storage of supplies pending completion of aircraft shelters.
12. Building 319	Supply storage facility (to be removed upon construction of aircraft shelters).
13. Building 331	For co-use in munitions assembly pending completion of ammunition storage site "Bubesheimer Wald".
14. LOX a. storage (not available)	NATO-funded construction of a LOX-type shelter for 2 x 500 gal. containers by the end of 1982.
b. GAF on-base plant for supply	

Annex B
to the Agreement concerning the Support
of A-10 Aircraft at FOLs (Nörvenich Air Base)

The following buildings, areas, and appurtenant installations at Nörvenich Air Base are earmarked for sole or joint use by USAFE:

1.	"C" area	For joint use as aircraft parking area. NATO-funded construction of 13 a/c shelters with ramps by 1982.
2.	Building C-6, 2 rooms	Provisional COM center; final accommodation in semi-hardened squadron operations facility.
3.	Building C-5	Operations/administration (200m^2)
4.	Shed C-13	Maintenance facilities (600m^2)
5.	Building C-3	Transportation/supply office.
6.	Building 25 (U-14, 1 room) with pavement for vehicle parking	Vehicle maintenance facility.
7.	Hangar C-1	Occasional temporary joint use of one dock space (on an average once per month) for heavy repairs.
8.	Hangar C-4	Storage of ground support and handling equipment. About 20 percent of space for joint use by GAF FBW 31 "B".
9.	Building 4 B	Enlisted personnel quarters.

10. Building 6 B, 10 rooms	Officers quarters.
11. LOX	
a. Storage (not available)	Construction of a LOX storage facility planned.
b. Supply (100 gal. per week)	
12. Munitions storage	Construction of 8 munitions storage buildings planned under NATO common funding.

Annex C
to the Agreement concerning the Support
of A-10 Aircraft at FOLs (Ahlhorn Air Base)

The following buildings, areas, and appurtenant installations at the Ahlhorn Air Base are earmarked for sole or joint use by USAFE:

1.	Shelters for aircraft	Requires use of parking space in southeast area until completion of shelters. NATO-funded construction of 17 a/c shelters with ramp by 1982.
2.	Buildings 154, 156	Operations facility. NATO-funded new construction of squadron operations facility to be completed by the end of 1983.
3.	Building 119	Maintenance/administration.
4.	Building 12 (4 rooms)	Supply/transportation office.
5.	Building 103	Maintenance shop/secure storage.
6.	Building 240	Office, storage, dayroom building for a/c maintenance.
7.	Hangar 5 (joint use)	Transportation (handling of air shipments)
8.	Space in hangars I, II, III, IV or V as available	Coordination by Helicopter Transport Wing 64.
9.	Hangar 186	Ground support equipment storage ($100m^2$)

10. Building 85	Munitions storage: 16 munitions storage bldgs in Bissel munitions storage area; construction of 14 additional munition storage buildings planned.
11. Building 236	Storage of practice ammunition and support equipment.
12. Building 81	Munitions storage.
13. Building 49	NCO and enlisted personnel quarters.
14. Building 46	Medical center.
15. Building 11 (1 room)	Used oil storage.
16. Building 106	Storage room for small arms and classified matter.
17. Building 32 (joint use)	Base cinema.
18. LOX	
a. Storage (not available)	Construction of NATO-funded SLOX planned (to be completed in 1982).
b. GAF on base plant for supply	
19. Building 162	Bachelor Officers Quarters (may be co-used by transient officers on a reimbursable basis).

Vereinbarung

zwischen

dem Bundesminister der Verteidigung
der Bundesrepublik Deutschland

und

dem Oberbefehlshaber der US-Luftstreitkräfte in
Europa (USAFE)

über

die Unterstützung der A-10-Flugzeuge der USAFE auf
vorgeschobenen Einsatzplätzen (Forward Operating
Locations - FOL) auf dem Gebiet der Bundesrepublik
Deutschland

In Ausführung des Beschlusses ihrer Regierungen, vorgeschobene Einsatzflugplätze (FOL) für A-10-Flugzeuge auf bestimmten Flugplätzen der deutschen Luftwaffe einzurichten, haben der Oberbefehlshaber der US-Luftstreitkräfte in Europa und der Bundesminister der Verteidigung der Bundesrepublik Deutschland vereinbart:

Artikel 1

1. Der Bundesminister der Verteidigung der Bundesrepublik Deutschland stellt USAFE auf den Flugplätzen Leipheim, Nörvenich und Ahlhorn ganz oder teilweise Gebäude, Freiflächen und sonstige dazugehörige Einrichtungen zur Errichtung von FOL unentgeltlich zur Verfügung.

2. Eine Aufstellung der überlassenen Gebäude, Freiflächen und sonstigen Einrichtungen ergibt sich

   - für den Flugplatz Leipheim aus der Anlage A,
   - für den Flugplatz Nörvenich aus der Anlage B und
   - für den Flugplatz Ahlhorn aus der Anlage C.

3. Für Veränderungen oder Erweiterungen der Nutzung oder der Mitbenutzung der in den Anhängen aufgeführten Gebäude, Freiflächen und Einrichtungen ist nach Abstimmung auf örtlicher Ebene von USAFE beim Bundesminister der Verteidigung der Bundesrepublik Deutschland eine Genehmigung einzuholen.
   Genehmigte Veränderungen oder Erweiterungen der Nutzung oder der Mitbenutzung werden in Änderung der Anlagen Bestandteil des Vertrages.

4. Darüber hinaus stehen den FOL im Rahmen der vorhandenen Möglichkeiten sämtliche Einrichtungen der Flugplätze zur Mitbenutzung zur Verfügung, die zum Betrieb der FOL notwendig sind oder notwendig werden. Der Umfang der Mitbenutzung ist in Betriebs-

vereinbarungen festzulegen, die auf der entsprechenden örtlichen Ebene auszunandeln sind. Dabei ist von einer Stärke bis zu 80 US-Soldaten aller Dienstgrade und etwa 8 Luftfahrzeugen mit ca. 12 Einsätzen täglich auszugehen.

5. Der Flugbetrieb findet im Rahmen der vom jeweiligen Flugplatzkommandanten festzulegenden Regelungen statt. Abweichungen vom Routineflugbetrieb (d.h. Übungen) werden wie folgt behandelt: Spätestens 60 Tage vor einer vorgesehenen Einsatzbereitschaftsübung der Einheit/Übung mit Spitzenbeanspruchung (surge exercise) auf einem FOL im Frieden beantragt HQ USAFE beim Luftflottenkommando der deutschen Luftwaffe die Genehmigung einer Übung mit bis zu 18 Flugzeugen (A-10-Flugzeuge des 81 TFW einschließlich der bereits auf dem FOL stationierten Flugzeuge). In dem Antrag werden ein bestimmter Anfangstermin, die gewünschte Dauer der Übung und die voraussichtliche Anzahl der Flüge pro Tag angegeben. Übungen von COB-Kräften auf dem FOL Ahlhorn werden nicht zusammen mit FOL-Übungen des 81 TFW auf diesem Flugplatz durchgeführt, und ihre Genehmigung ist gemäß Artikel 7 des "Supplementing Arrangement for Operation and Support of USAF Deployments to Air Bases of the Federal Republic of Germany" zu beantragen.

Artikel 2

1. Auf Anforderung der USAFE wird die deutsche Bauverwaltung die USAFE überlassenen Gebäude erweitern, umbauen oder auf dem überlassenen Freigelände bauliche Anlagen errichten. Neu-, Um- und Erweiterungsbauten sind unter Beachtung der deutschen Gesetze, Verordnungen und Verwaltungsvorschriften nach dem NATO-Infrastrukturverfahren oder nach dem im Dollarbaukontrakt (DBK 1956/1961) festgelegten Verfahren oder nach dem Nachfolgeverfahren gemäß ABG 75 (US-Fassung) durchzuführen.

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Soweit es sich um kleine Neu-, Um- und Erweiterungsbauten bis zu einer Kostenhöhe von 100.000 US-Dollar (Minor Constructions) handelt, werden diese Maßnahmen aufgrund eines bei der betreffenden Standortverwaltung (STOV) zu stellenden Antrags durch die Bundeswehrverwaltung veranlaßt. Große Neu-, Um- und Erweiterungsbauten im Wert von über 100.000 US-Dollar (Major Constructions) werden von USAFE direkt beim Bundesminister der Verteidigung der Bundesrepublik Deutschland beantragt.

2. Soweit bauliche Änderungen und Erweiterungen der zur Nutzung überlassenen oder mitgenutzten Gebäude, Anlagen und Einrichtungen durchgeführt werden sollen, ist vor der Durchführung die Zustimmung des Flugplatzkommandanten und der zuständigen Standortverwaltung einzuholen.

   Bauliche Änderungen und Erweiterungen der Gebäude, Anlagen und Einrichtungen, die von USAFE mitgenutzt werden, dürfen zu keiner Beeinträchtigung der Nutzung durch die deutsche Luftwaffe führen.

3. Eine Verwendung der Gebäude und Freiflächen für Aufgaben, die nicht dem Betrieb der FOL dienen, bedarf der vorherigen Zustimmung des Bundesministers der Verteidigung der Bundesrepublik Deutschland.

Artikel 3

Wird die Nutzung der Gebäude, Freiflächen und sonstigen dazugehörigen Einrichtungen durch die USAFE beendet, verzichtet USAFE auf eine Restwertentschädigung für Neu-, Um- und Erweiterungsbauten und trägt zusätzlich die Kosten der Wiederherstellung des ursprünglichen Bauzustands auf der Basis des DBK 1956/1961 bzw. der BMG 1956/1961.

Artikel 4

1. Die Sicherheit der FOL-Einrichtungen, -Abstell-/-Flugbetriebsbereiche und -Kampfmittellagerbereiche (einschließlich Kampfmittellagerbereiche, die an außerhalb der Flugplätze liegende Kampfmittellagerbereiche der deutschen Luftwaffe angrenzen) wird vom Bundesminister der Verteidigung der Bundesrepublik Deutschland nach den deutschen Sicherheitsvorschriften gewährleistet. Soweit zusätzlich Sicherheitsforderungen gestellt werden, erstattet USAFE die dadurch entstehenden Kosten.

2. USAFE errichtet ohne vorherige Zustimmung des Flugplatzkommandanten keine zusätzliche Umzäunung um die überlassenen Gebäude, Freiflächen und dazugehörigen Einrichtungen, die im militärischen Sicherheitsbereich der jeweiligen Liegenschaft liegen.

Artikel 5

1. Bauunterhaltungsmaßnahmen an den überlassenen Gebäuden, Freiflächen und sonstigen Einrichtungen werden nach Maßgabe der "Richtlinien für die Durchführung von Bauaufgaben des Bundes im Zuständigkeitsbereich der Finanzbauverwaltung" (RBBau), Abschnitt C, durchgeführt. Die Bauunterhaltung umfaßt die Instandhaltung und Instandsetzung aller baulichen Anlagen, auch der festeingebauten betriebstechnischen Anlagen. Die erforderlichen Mittel stellt USAFE auf der Grundlage des DBK 1956/1961 und der BMG 1956/1961 bzw. evtl. Folgeabkommen zur Verfügung.

2. Der STOV obliegt auch die Bedienung der betriebstechnischen Anlagen (für die ein Verwaltungskostenbeitrag nach Artikel 6.5 erhoben wird), sowie die Unterhaltung der nicht festeingebauten betriebstechnischen Anlagen.

Artikel 6

1. Bau- und Bauunterhaltungskosten und Entschädigungen

a. Die im Zusammenhang mit großen oder kleinen Neu-, Um- und Erweiterungsbauten - einschließlich der Instandhaltung und Instandsetzung der zum Betrieb der FOL von USAFE geforderten und nicht mit dem Bau fest verbundenen Geräte und Einrichtungsgegenstände - sowie die für die Bauunterhaltung anfallenden Kosten trägt USAFE. Soweit eine NATO-Finanzierung beantragt werden kann, sind die Vorhaben von USAFE zur NATO-Infrastruktur-Programmierung anzumelden.

b. Die deutsche Bauverwaltung erhält für ihre im Zusammenhang mit der Durchführung großer oder kleiner Neu-, Um- und Erweiterungsbauten und der Bauunterhaltung erforderlichen Leistungen Entschädigungen, die nach dem DBK/BMG 1956/1961 oder einschlägigen Nachfolgevereinbarungen zu berechnen sind.

c. USAFE trägt weiter die Kosten, die erforderlich sind, um Zähleinrichtungen zu installieren, die zum Ablesen von Versorgungsleistungen (z.B. Strom, Heizung) notwendig sind, es sei denn, übereinstimmend wird festgestellt, daß andere Verfahren der Kostenermittlung zureichend sind.

2. Betriebskosten

a. USAFE trägt die sonstigen Betriebskosten der Gebäude, Freiflächen und sonstigen Einrichtungen, die ausschließlich von FOL benutzt werden.

b. An den Kosten der gemeinsam genutzten Liegenschaften der Flugplätze trägt USAFE den auf die FOL entfallenden Anteil, der pauschaliert werden kann, wenn eine andere Aufteilung nicht möglich ist. Die Pauschalierung wird nach der Anzahl

der stationierten Flugzeuge oder, sofern es sich um Unterkunfts-, Verwaltungsgebäude oder Betreuungseinrichtungen handelt, nach der Personalstärke der Benutzer festgelegt

3. Betriebsstoffversorgung und Unterstützung für die Flugzeuge

a. Betriebsstoffversorgung und Unterstützungsleistungen durch die deutsche Luftwaffe werden im Rahmen der vorhandenen Kapazitäten durchgeführt, um die in Artikel 1, Absatz 5, genannten Flugzeuge zu unterstützen. Die Kosten von zusätzlich eingestelltem zivilem Personal, das für die Erbringung dieser Leistungen erforderlich ist, werden nach Rücksprache mit dem Kommandeur des FOL von USAFE erstattet.

b. Soweit Lagerkapazitäten für Betriebsstoffe zur alleinigen Nutzung überlassen wurden, ist die USAFE für die Erstbefüllung durch die USAF oder die deutsche Luftwaffe verantwortlich. Wird die deutsche Luftwaffe aufgefordert, die Erstbefüllungsmenge bereitzustellen, so erstattet USAFE die Kosten nach den Vorschriften von STANAG 3113. Das Umschlagen der US-Betriebsstoffbestände wird von der deutschen Luftwaffe entsprechend dem Bedarf für den normalen Übungs- und Ausbildungsbetrieb im Frieden durchgeführt. Die Kosten der laufenden Erhaltung dieser Bestände werden von USAFE nach den Vorschriften von STANAG 3113 erstattet.
In Kriegs- und Spannungszeiten werden die FOL-Flugzeuge bis zur Anschlußversorgung aus dem Pipeline-System aus auf dem Flugplatz befindlichen Beständen versorgt.

c. Kosten für die Bruchbergung und andere Unterstützungsleistungen für die Flugzeuge, einschließlich Kosten des Personals für den normalen Betrieb der FOL im Frieden, werden nach den Vorschriften von STANAG 3113 erstattet.

4. Sonstige Unterstützungsleistungen

a. Fernmeldebetrieb. Die Luftwaffe erbringt im verfügbaren Umfang Leistungen für die Flugsicherheitskontrolle. Den FOL-Kräften werden die auf den Flugplätzen vorhandenen Fernmeldeanlagen und Fernmeldeverbindungen im Rahmen der vorhandenen Möglichkeiten zur Mitbenutzung zur Verfügung gestellt. Die Mitbenutzung von Fernmeldeverbindungen in bundeswehreigenen Netzen ist kostenlos. Gebühren für Inanspruchnahme des öffentlichen Fernmeldenetzes der Deutschen Bundespost werden USAFE in Rechnung gestellt. Einzelheiten der Benutzung von Fernmeldeanlagen/-einrichtungen sind mit den zuständigen Verbänden auf den Flugplätzen festzulegen.

b. Transportwesen. Die Bundeswehr stellt dem FOL-Personal Transportmittel für dienstlich notwendige Fahrten nach den dafür geltenden deutschen Bestimmungen gegen Kostenerstattung zur Verfügung, sofern die eigenen Transportmittel der FOL nicht ausreichen.

c. Wäschereinigung. Wäschereinigung wird von der zuständigen Standortverwaltung im Rahmen der abgeschlossenen Verträge gegen Kostenerstattung übernommen.

d. Versorgungsgüter. Der deutsche Flugplatzkommandant und die Standortverwaltung stellen gegen Kostenerstattung aus deutschen Beständen oder von Vertragsfirmen bezogene Versorgungsgüter einschließlich Bodenkraftstoff und Heizstoffen zur Verfügung. Dabei finden den üblichen Grundsätzen entsprechende Kontrollverfahren Anwendung.

e. Kfz-Instandhaltung. Die Luftwaffe führt gegen Kostenerstattung Wartungs- und Instandsetzungsleistungen von handelsüblichen deutschen Kraftfahrzeugen der USAFE durch. Soweit Instandhaltungsnormen von der Luftwaffe nicht erfüllt werden können, werden diese Leistungen vom FOL auf eigene

Rechnung bei zivilen Firmen in Auftrag gegeben. Die Standortverwaltung ist bei der Auswahl geeigneter Firmen ohne Berechnung von Kosten behilflich.

5. Verwaltungskosten

Es wird ein Verwaltungskostenbetrag von 3 %, bezogen auf die entstandenen Kosten, berechnet. Dies gilt nicht für Unterstützungsleistungen nach Absatz 3; die Bestimmungen von Unterabsatz 1.b. bleiben davon unberührt.

Artikel 7

1. Innerhalb der Flugplätze gelten für das FOL-Personal die Anordnungen des Flugplatzkommandanten. Hiervon ausgenommen sind die Gebäude, Freiflächen und sonstigen dazugehörigen Einrichtungen, die dem FOL zur ausschließlichen Nutzung überlassen sind. FOL-Personal im Sinne dieser Vereinbarung ist Personal, das ständig zum FOL kommandiert ist, sowie Personal, das im Rahmen einer vorübergehenden Verwendung für den FOL auf dem Flugplatz Dienst tut.

2. Der Flugplatzkommandant und der Leiter der Standortverwaltung sowie die von ihnen beauftragten Personen haben das Recht, die USAFE überlassenen Gebäude, Freiflächen und sonstigen dazugehörigen Einrichtungen zur Instandhaltung und zur Instandsetzung sowie zur Durchführung von Arbeiten zu betreten, die ihnen aufgrund von Notfällen irgendeiner Art notwendig erscheinen. Der Kommandeur des FOL oder der von ihm ernannte Beauftragte werden möglichst umgehend über die Notfallsituation unterrichtet.

3. Soweit der USAFE auf den FOL Lagerkapazitäten für Munition und Betriebsstoffe zur alleinigen oder zur Mitbenutzung überlassen

werden oder die USAFE auf zur Verfügung gestellten Freiflächen solche Lagerkapazitäten errichtet, gelten für die Einlagerung von Munition und Betriebsstoffen die deutschen Sicherheitsvorschriften bzw. die US-Sicherheitsvorschriften, wenn diese im Einzelfall schärfer sind.

Die USAFE räumt der deutschen Luftwaffe das Recht ein, die Einhaltung der Sicherheitsvorschriften für die Lagerung gefährlicher Güter in unregelmäßigen Abständen durch einen hierzu bevollmächtigten Vertreter überprüfen zu lassen.

Artikel 8

1. Das FOL-Personal kann gegen Bezahlung an der deutschen Truppenverpflegung teilnehmen. Sofern hierdurch die Beschäftigung zusätzlichen Küchenpersonals erforderlich wird, erstattet USAFE sämtliche zusätzlichen Personalkosten.

2. Das FOL-Personal ist nach den für die Mitgliedschaft geltenden Grundsätzen und gegen Zahlung der üblichen Beiträge zur Nutzung der Offizier- und Unteroffizierheime der Luftwaffe berechtigt.

3. FOL-Personal in vorübergehender Verwendung auf den Flugplätzen ist berechtigt, die Offizier- oder Unteroffizierheime der Luftwaffe ohne Zahlung von Mitgliedsbeiträgen zu benutzen, wenn dieses Personal am Heimatstandort die Mitgliedschaft beim USAF-Offizier- oder Unteroffizierheim besitzt. Die Mannschaftsheime der Luftwaffe können gegen Bezahlung der dort festgesetzten Preise benutzt werden.
Soweit infolge der Mitbenutzung der Offizierheime durch FOL-Personal nach den für die Bundeswehr geltenden Bestimmungen die Beschäftigung zusätzlichen Kasino- und Reinigungspersonals erforderlich wird, erstattet USAFE die dadurch entstehenden Personalkosten.

4. Sofern zusätzliches Personal eingestellt werden muß, berät sich der Leiter der Standortverwaltung vor einer Entscheidung über die Einstellung mit dem deutschen Flugplatzkommandanten sowie mit dem Kommandeur des FOL, damit dieser Gelegenheit erhält, andere Möglichkeiten zu erkunden.

Artikel 9

FOL-Personal kann die im Standortbereich bestehenden Betreuungseinrichtungen nach Absprache mit dem jeweiligen deutschen Flugplatzkommandanten zu den gleichen Bedingungen wie Bundeswehrangehörige benutzen.

Artikel 10

1. Ledigen Angehörigen der FOL werden im Rahmen des Möglichen Unterkünfte zu den gleichen Bedingungen zur Verfügung gestellt wie vergleichbaren Luftwaffenangehörigen. Hierzu gehört die zeitweilige Stellung des Mobiliars, bis der FOL die Standardausstattung der USAFE zur Verfügung stellen kann.

2. Die zuständigen Standortverwaltungen unterstützen das FOL-Personal im Rahmen ihrer Möglichkeiten bei der Suche und der Anmietung geeigneter Familienwohnungen außerhalb des Flugplatzes.

Artikel 11

Ärztliche und zahnärztliche Versorgung des FOL-Personals wird nach Maßgabe der zwischen den Parteien abgeschlossenen Vereinbarung vom 04.04.1962 sowie in Übereinstimmung mit Artikel IX Abs. 5 des NATO-Truppenstatuts durchgeführt.

Artikel 12

1. Die zuständigen Standortverwaltungen legen die erstattungsfähigen Rechnungen über den Kommandeur des jeweiligen FOL monatlich dem 81. (US) Taktischen Jagdgeschwader (Tactical Fighter Wing = TFW), RAF Bentwaters, vor. Jede Rechnung muß eine detaillierte Aufstellung der Kostenpositionen enthalten. Der Kommandeur des FOL oder der von ihm Beauftragte prüfen die in Rechnung gestellten Kosten und bestätigen den Empfang der Leistungen, bevor die Rechnung zur Bezahlung an 81 TFW weitergeleitet wird. Die Rechnungen sind innerhalb einer Frist von 4 Wochen nach Eingang zu zahlen. Die Standortverwaltung und 81 TFW vereinbaren das Abrechnungs- und Zahlungsverfahren im einzelnen.

2. Für die Durchführung von Sofortmaßnahmen werden von 81 TFW Mittel bereitgehalten. Die Höhe der bereitzuhaltenden Mittel wird von der jeweiligen Standortverwaltung im Einvernehmen mit 81 TFW jährlich zum 01.10. (Beginn des US-Finanzjahres) festgelegt.

3. Sämtliche Zahlungen erfolgen in Deutscher Mark (DM).

Artikel 13

Die Bestimmungen des NATO-Truppenstatuts vom 19. Juni 1951 und des Zusatzabkommens zum NATO-Truppenstatut hinsichtlich der in der Bundesrepublik Deutschland stationierten ausländischen Truppen vom 3. August 1959 gelten für diese Vereinbarung.

Artikel 14

1. Diese Vereinbarung wird mit dem Tage wirksam, an dem die letzte der Vertragsparteien unterzeichnet hat. Sie gilt dann rückwirkend vom 1. Oktober 1979.

2. Diese Vereinbarung gilt im Frieden. Von dem Zeitpunkt an, zu dem die FOL-Kräfte verstärkt werden, gelten die Regelungen, wie sie in der "Technischen Vereinbarung über die Mitbenutzung von Flugplätzen der Bundeswehr für NATO-Zwecke" vom 30.05.1975 einschließlich der dazu ergangenen Änderungen und Ergänzungen niedergelegt sind.

3. Mit dem Wirksamwerden dieser Vereinbarung wird die vorläufige Grundsatzvereinbarung vom 13. September 1979 aufgehoben. Soweit aufgrund der Grundsatzvereinbarung getroffene Maßnahmen, die mit den vorstehenden Bestimmungen nicht übereinstimmen, abgeschlossen sind, werden sie hiervon nicht berührt.

4. Diese Vereinbarung kann jederzeit geändert werden. Änderungen bedürfen der Schriftform. Diese Vereinbarung ist zu ändern, wenn dies aufgrund der von der NATO festgelegten Stationierungspläne notwendig ist.

5. Diese Vereinbarung ist mit einer Frist von 12 Monaten schriftlich kündbar.

Artikel 15

Diese Vereinbarung ist in englischer und deutscher Sprache ausgefertigt, wobei jede Fassung gleichermaßen verbindlich ist.

Bonn, den 5 Nov. 1981

Für den Bundesminister
der Verteidigung der
Bundesrepublik Deutschland

Dr. Götz Herrmann
Ministerialrat

Ramstein, den 9 NOV 1981

Für den Oberbefehlshaber der
US-Luftstreitkräfte in Europa

DAVID L. NICHOLS, Brig Gen, USAF
Deputy Chief of Staff/Plans

Anlage A
zur Vereinbarung über die Unterstützung der
A-10-Flugzeuge auf FOL (Flugplatz Leipheim)

Die nachfolgenden Gebäude, Freiflächen und sonstigen Einrichtungen sind auf dem Flugplatz Leipheim für die Benutzung/Mitbenutzung durch USAFE vorgesehen:

1.	Vorfelder Südost/Südwest und Abstellfläche vor den Schutzbauten 307/308	Bis 1983 werden mit NATO-Finanzierung 13 Flugzeugschutzbauten mit Vorfeldern errichtet.
2.	Gebäude 309/310	Gebäude für Führungseinrichtungen (200m^2) Neubau einer NATO-finanzierten Staffelführungseinrichtung bis Ende 1982.
3.	Feldhaus 7 (56)	Feldhaus für Werkstatt/Verwaltung (220m^2).[1]
4.	Gebäude 307/308	Lagergebäude für Bodendienstgerät und andere Bestände.
5.	Gebäude 317	Büro Transportleitung - Gebäude zur Abfertigung von Fluggästen und Nachschubmaterial.
6.	Gebäude 207/208	Kfz-Werkstatt; gemeinsame Nutzung von Werkstatteinrichtungen bei Instandsetzung und Wartung von Dienst-Kfz.
7.	Halle 316	Zeitweilige Mitbenutzung von einem Dockplatz (durchschnittlich einmal pro Monat) für schwere Störbehebungen.
8.	Gebäude 332	"on-base"-Lagerraum für 30mm Munition (soweit Gefahrenklasse I) bis zur Fertigstellung des Munitionslagers "Bubesheimer Wald".

[1] Should read "200m^2".

9. Gebäude 121A	Unterkünfte für Mannschaften.
10. Gebäude 117 10 Appartements	Unterkünfte für Offiziere
11. Gebäude 313	Für Zwischenlagerung von Versorgungsgütern bis zur Fertigstellung der Flugzeugschutzbauten.
12. Gebäude 319	Lagerraum für Versorgungsgüter (wird bei Errichtung der Flugzeugschutzbauten abgerissen).
13. Gebäude 331	Zur Mitbenutzung beim Zusammenbau von Munition bis zur Fertigstellung des Munitionslagers "Bubesheimer Wald".
14. Flüssigsauerstoff (LOX)	
a. Lager (nicht vorhanden)	Mit NATO-Finanzierung wird bis Ende 1982 LOX-Schutzbau für 2 500 Gallonen-Behälter erstellt.
b. On-base Anlage der deutschen Luftwaffe für Versorgung.	

Anlage B
zur Vereinbarung über die Unterstützung der
A-10-Flugzeuge auf FOL (Flugplatz Nörvenich)

Die nachfolgenden Gebäude, Freiflächen und sonstigen Einrichtungen auf dem Flugplatz Nörvenich sind für die Benutzung/Mitbenutzung durch USAFE vorgesehen:

1.	Bereich "C"	Mitbenutzung als Flugzeugabstellplatz. 13 Flugzeugschutzbauten mit Vorfeldern werden bis 1982 mit NATO-Finanzierung erstellt.
2.	Gebäude C-6, 2 Räume	Vorläufiges Fernmeldezentrum, Endunterbringung in teilgeschützter Staffelführungseinrichtung.
3.	Gebäude C-5	Gebäude für Staffelführung/Verwaltung (220m^2).[1]
4.	Feldhaus C-13	Wartungseinrichtungen (600m^2).
5.	Gebäude C-3	Transportwesen/Versorgung
6.	Gebäude 25 (U-14, 1 Raum) mit befestigter Kfz-Abstellfläche	Kfz-Wartungsanlage
7.	Halle C-1	Gelegentliche zeitweilige Mitbenutzung von einem Dockplatz (durchschnittlich einmal pro Monat) für schwere Störbehebungen.
8.	Halle C-4	Lager für Bodendienst- und Umschaggerät. Etwa 20% der Fläche zur Mitbenutzung durch JaboG 31 "B".

[1] Should read "200m^2".

9. Gebäude 4 B	Unterkünfte für Mannschaften
10. Gebäude 6 B, 10 Räume	Unterkünfte für Offiziere
11. Flüssigsauerstoff (LOX)	
a. Lager (nicht vorhanden)	Bau eines LOX-Lagers vorgesehen
b. Versorgung (100 Gallonen pro Woche)	
12. Munitionslager	Bau eines Munitionslagers (8 MLH) mit NATO-Finanzierung geplant.

Anlage C
zur Vereinbarung über die Unterstützung der
A-10-Flugzeuge auf FOL (Flugplatz Ahlhorn)

Die nachfolgenden Gebäude, Freiflächen und sonstigen Einrichtungen auf dem Flugplatz Ahlhorn sind für die Benutzung/Mitbenutzung durch USAFE vorgesehen:

1.	Schutzbauten für Flugzeuge	Nutzung von Abstellflächen im Bereich Südost bis zur Fertigstellung der Schutzbauten erforderlich. Bau von 17 Flugzeugschutzbauten mit Vorfeldern bis 1982 mit NATO-Finanzierung.
2.	Gebäude 154, 156	Führungseinrichtung, Neubau einer NATO-finanzierten Staffelführungseinrichtung bis Ende 1983.
3.	Gebäude 119	Werkstatt/Verwaltung.
4.	Gebäude 12 (4 Räume)	Büro für Versorgung/Transportwesen.
5.	Gebäude 103	Werkstatt/gesicherter Lagerraum.
6.	Gebäude 240	Büro-, Lager-, Aufenthaltsraum für Flugzeugwartung.
7.	Halle 5 (gemeinsam genutzt)	Transportwesen (Luftumschlag)
8.	Abstellraum in den Hallen I, II, III, IV oder V entsprechend Verfügbarkeit	Koordinierung durch HTG 64
9.	Halle 186	Lager für Bodendienstgerät (100m^2)

10. Gebäude 85	Munitionslager, 16 MLH im Munitionslager Bissel. Weitere 14 MLH in Planung.
11. Gebäude 236	Lager für Übungsmunition und Unterstützungsgerät
12. Gebäude 81	Munitionslager
13. Gebäude 49	Unterkünfte für Unteroffiziere und Mannschaften.
14. Gebäude 46	Sanitätsbereich
15. Gebäude 11 (1 Raum)	Altöllager
16. Gebäude 106	Zur Aufbewahrung von Handfeuerwaffen und VS-Material
17. Gebäude 32 (gemeinsam genutzt)	Fliegerhorstkino
18. Flüssigsauerstoff (LOX)	
a. Lager (nicht vorhanden)	SLOX mit NATO-Finanzierung in Planung (Fertigstellung 1982)
b. On-base-Anlage der deutschen Lw für Versorgung	
19. Gebäude 162	Offizierwohnheim (Mitbenutzung für durchreisende Offiziere gegen Entgelt).

[RELATED LETTER]

Der Bundesminister der Verteidigung
VR II 4 - Az. 04-10-07

Bonn, 5 Nov. 1981
☎ (0228) 12-2495

To: CINCUSAFE
6792 Ramstein / Air Base

Subject: A-10 FOL Agreement

The Federal Minister of Defense of the Federal Republic of Germany recognizes that in the implementation of the Agreement concerning the support of USAFE A-10 aircraft at Forward Operating Locations in the Federal Republic of Germany and such other undertakings as may hereafter specifically refer to this agreement, the non-waivable provisions of US procurement law contained in Title 10 United States Code and Section 3741 of the Revised Statutes (41 USC 22) are binding for the US Forces, and will be observed by the Federal Ministry of Defense of the Federal Republic ofGermany, its agencies and agents. The Federal Ministry of Defense of the Federal Republic of Germany understands that in United States implementation of the Agreement, the United States Government will apply United States procurement law and applicable regulations. This statement does not mean any change in the meanwhile agreed procedures between 81 TFW and StOV.

This statement does not set a precedent. If US law subsequently exempts US Forces from adherence to the requirements of the cited statutes, this statement will cease to be effective on the date that the statutes no longer apply to the agreement referred to above to the extent the US Forces are exempted by such legislation.

This letter and your response accepting the terms and conditions herein will constitute an agreement which will become effective as of the date of your response. This statement shall be an integral part of the agreement referred to in the first paragraph above.

By direction

Dr. Herrmann

1st Indorsement HQ USAFE/XP (Lt Col Anderson)

To: Ministry of Defense / VR II 4 Bonn

We accept the terms and conditions of this letter which shall be an integral part of the A-10 FOL Agreement.

NOV 0 9 1981

DAVID L. NICHOLS, Brig Gen, USAF
Deputy Chief of Staff/Plans

JAPAN

Atomic Energy: Reprocessing of Special Nuclear Material

Joint determination signed at Washington October 30, 1981;
Entered into force October 30, 1981.
With joint communique and exchange of letters.

Joint Determination
for Reprocessing of Special Nuclear Material
of United States Origin

Bearing in mind the considerations set out in the Joint Communique of the Government of the United States of America and the Government of Japan issued on October 30, 1981, and Japan's continued adherence to the Treaty on the Non-Proliferation of Nuclear Weapons,[1] providing, in particular, for the effective and efficient application of safeguards by the International Atomic Energy Agency;

The Government of the United States of America and the Government of Japan hereby jointly determine pursuant to Article VIII C of the Agreement for Cooperation Between the Government of the United States of America and the Government of Japan Concerning Civil Uses of Atomic Energy of February 26, 1968, as amended,[2] that the provisions of Article XI of that Agreement may be effectively applied in respect of the reprocessing in the Tokai Reprocessing Facility during the period in which the Government of the United States of America and the Government of Japan are working out the mutually acceptable arrangements referred to in Section V, Paragraph 2 of the Joint Communique of this date of irradiated fuel elements containing fuel material received from the United States in amounts up to the design capacity of the Facility.

It is the intention of the respective Governments that, by not later than the date referred to in Section V, Paragraph 2 of the Joint Communique of this date, this Joint Determination be subsumed or replaced by the arrangements foreseen in the above-mentioned Joint Communique to assure the uninterrupted operation of the Tokai Facility.

October 30, 1981

For the Government of the
United States of America

Richard T. Kennedy [3]

For the Government of Japan

Yoshio Okawara [4]

[1] Done July 1, 1968. TIAS 6839; 21 UST 483.
[2] TIAS 6517, 7306, 7758; 19 UST 5225; 23 UST 275; 24 UST 2323.
[3] Richard T. Kennedy.
[4] Yoshio Okawara.

JOINT COMMUNIQUE

October 30, 1981

I

In paragraph 14 of their Joint Communique of May 8, 1981,[1] President Reagan and Prime Minister Suzuki stated that they, "... in recognition of vital importance of preventing nuclear weapons proliferation, reaffirmed the need to continue to promote international efforts to this end. They shared the view, on the other hand, that the role of nuclear energy ought to be further expanded under appropriate safeguards to meet the increasing energy needs of the world and that the United States and Japan have special responsibility to cooperate further in promoting the peaceful uses of nuclear energy. In this connection, the President endorsed the view of the Prime Minister that reprocessing is of particular importance to Japan. The President and the Prime Minister thus agreed that the two Governments should promptly start consultations with a view to working out a permanent solution at an early date on such pending issues as the continued operation of the Tokai Reprocessing Facility and the construction of an additional reprocessing plant in Japan."

II

With this in mind, representatives of the two Governments held discussions concerning the operation of the Tokai Reprocessing Facility (hereinafter referred to as "the Tokai Facility") in accordance with the Agreement for Cooperation Between the Government of the United States of America and the Government of Japan Concerning Civil Uses of Atomic Energy of February 26, 1968, as amended (hereinafter referred to as "the Agreement for Cooperation"), and other matters of mutual concern.

III

1. The Government of the United States and the Government of Japan recognize the importance of the peaceful uses of nuclear energy to their energy security and economic development and intend to continue to cooperate fully in this regard.

2. The Government of the United States fully recognizes the particular significance of reprocessing to Japan and in that connection understands the importance Japan attaches to the continued operation of the Tokai Facility and to the construction of a scheduled additional reprocessing facility.

[1] *Department of State Bulletin*, June 1981, p. 2.

3. On its part, the Government of Japan welcomes the position of the Government of the Unites States as expressed in President Reagan's statement of July 16, 1981, that the United States will "... not inhibit or set back civil reprocessing and breeder reactor development abroad in nations with advanced nuclear power programs where it does not constitute a proliferation risk."[1]

4. The two Governments intend to take into account the results and findings of the International Nuclear Fuel Cycle Evaluation in promoting the peaceful uses of nuclear energy in their respective countries, in cooperating with each other in the field of the utilization of nuclear energy, and in preventing proliferation of nuclear explosives.

5. In this context, the Government of the United States highly appreciates Japan's strong nuclear non-proliferation policies, including its continued adherence to the Treaty on the Non-Proliferation of Nuclear Weapons and Japan's significant contributions to various international efforts to prevent the proliferation of nuclear explosives.

6. The Government of the United States also appreciates the special efforts made by Japan to date in cooperation with the International Atomic Energy Agency (IAEA) to improve the application of safeguards at the Tokai Facility. These efforts have provided valuable experience in the application of safeguards at reprocessing facilities.

7. The two Governments attach great importance to the effective application of safeguards to plutonium separated at reprocessing facilities. They therefore reaffirm their determination to cooperate with the IAEA in improving IAEA safeguards activities. They further intend to continue to cooperate with each other and with other interested countries through their respective programs of technical support to the IAEA.

8. In that connection, the Government of Japan is prepared to encourage the design of reprocessing, plutonium conversion, fabrication and storage facilities in Japan so as to facilitate the effective and efficient application of IAEA safeguards. The Government of Japan is prepared to cooperate with the IAEA to promote this objective.

9. The two Governments intend to work toward the establishment of effective institutional arrangements for the prevention of nuclear explosives proliferation, such as an international plutonium storage system.

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[1] *Department of State Bulletin*, Sept. 1981, p. 60.

10. In the context of working out long term arrangements for the reprocessing of irradiated fuel elements containing fuel material received from the United States and as part of their joint efforts to improve safeguards, the Government of Japan intends to exchange views, as appropriate, with the Government of the United States with regard to the scheduled additional reprocessing facility.

11. Japan intends to continue to carry out research and development activities relevant to recycling of plutonium in its light water reactors, giving due consideration to the need to minimize proliferation risks associated with widespread plutonium use.

IV

1. It is planned that the Tokai Facility will reprocess irradiated fuel elements containing fuel material received from the United States up to the design capacity of the said Facility, which is 210 tonnes of fuel material per year.

2. The guidelines for the operation of the Tokai Facility, which will be operated in accordance with the laws and regulations of Japan, are as follows:

A. As stated in a separate letter, the Government of Japan is prepared to continue to afford the IAEA full opportunity to apply safeguards effectively and efficiently at the Tokai Facility, including continuous inspection in accordance with the JAPAN-IAEA Safeguards Agreement,[1] and to continue to improve safeguards implementation, where feasible.

B. The plutonium separated in the Tokai Facility will be co-converted in the plutonium conversion facility at Tokai to a mixed oxide product using the highest practical uranium to plutonium ratio in the light, in particular, of the requirements of Japan's nuclear research and development programs. Japan intends to use the mixed oxide product obtained from fuel material covered by the Joint Determination of October 30, 1981 and previous Joint Determinations for Japan's fast breeder and advanced reactor research and development programs.

[1] IAEA Doc. INFIRC/119.

V

1. The two Governments reaffirm that they should continue to consult on a regular basis, or at the request of either of them, on any matters related to the Agreement for Cooperation.

2. With a view to achieving the "permanent solution" foreseen by President Reagan and Prime Minister Suzuki in their Joint Communique cited earlier, the two Governments intend to work out, at the earliest possible date and in any event not later than December 31, 1984, mutually acceptable arrangements whereby the provisions of the Agreement for Cooperation will be implemented on a long-term, predictable and reliable basis, and in a manner that will further facilitate the peaceful uses of nuclear energy in the respective countries.

[EXCHANGE OF LETTERS]

EMBASSY OF JAPAN
2520 MASSACHUSETTS AVENUE, N.W.
WASHINGTON, D.C. 20008
(202) 234-2266

October 30, 1981

Mr. Harry R. Marshall, Jr.
Principal Deputy Assistant Secretary
Bureau of Oceans and International
Environmental and Scientific Affairs
Department of State
Washington, D.C. 20520

Dear Mr. Marshall:

With reference to Section IV. 2 A. of the Joint Communique of the Government of Japan and the Government of the United States issued today, I am pleased to convey to you the following:

Recognizing the great importance the two Governments place on the effective and efficient application of IAEA safeguards at nuclear facilities in general and at reprocessing facilities in particular, the Government of Japan intends:

1. To continue to support improvements in safeguards effectiveness at the Tokai Reprocessing Facility through follow-up work to the TASTEX (Tokai Advanced Safeguards Technology Exercise) program on those elements which were considered to be promising at the fifth meeting of the TASTEX Steering Committee in Tokyo; and to continue to support the IAEA in other research and development activities for the improvement of IAEA safeguards, including those relating to shipping containers, identification of stored spent fuel assemblies and systematic safeguards approaches for reprocessing facilities;

2. To continue to cooperate with the IAEA in incorporating, in accordance with the procedures set out in the JAPAN-IAEA Safeguards Agreement and through, among other means, the Japanese technical support program to the IAEA, into the existing safeguards measures at the Tokai Reprocessing Facility, the results of research and development activities, including those of the TASTEX program and those elements of any follow-up work to the TASTEX program which are identified by the IAEA for improving the effectiveness of safeguards at the Tokai Reprocessing Facility;

3. To continue to cooperate with the IAEA in facilitating and improving the effective application of safeguards at the Tokai Reprocessing Facility; and

4. To continue to cooperate with the IAEA in facilitating the application of safeguards at the co-conversion facility now under construction.

The Government of Japan understands that the Government of the United States appreciates Japan's excellent record on continuous efforts in this area and the close working relationship which it shares with the Government of Japan in this work. The Government of Japan understands the continued interest of the Government of the United States in cooperating with the Government of Japan on the occasion of consultations between the Government of Japan and the IAEA for the improvement of the application of safeguards, and through their respective technical support programs to the IAEA.

The Government of Japan understands that the intended measures referred to in paragraphs 1, 2 and 3 above should not unduly hamper the normal operation of the Tokai Reprocessing Facility.

Sincerely yours,

H. Kurihara

Hiroyoshi Kurihara
Counselor

DEPARTMENT OF STATE

Washington, D.C. 20520

BUREAU OF OCEANS AND INTERNATIONAL
ENVIRONMENTAL AND SCIENTIFIC AFFAIRS

October 30, 1981

Mr. Hiroyoshi Kurihara
Science Counselor
Embassy of Japan
2520 Massachusetts Avenue, N.W.
Washington, D.C. 20005

Dear Mr. Kurihara:

I acknowledge receipt of your letter dated October 30, 1981. My Government appreciates Japan's excellent record of continuous efforts to improve the application of IAEA safeguards at reprocessing facilities.

My Government reaffirms its willingness to continue to work with the Government of Japan in improving IAEA safeguards generally and as they are applied at reprocessing plants specifically. We believe that the efforts of the Government of Japan that are described in your letter will make a further significant contribution to improving the application of IAEA safeguards at reprocessing facilities.

My Government understands that work on further improving IAEA safeguards that will be carried out at the Tokai Reprocessing Facility should not unduly hamper its normal operation.

Sincerely yours,

Harry R. Marshall, Jr.
Principal Deputy
Assistant Secretary

REPUBLIC OF KOREA

Scientific and Technical Cooperation

Agreement extending the agreement of November 22, 1976.
Effected by exchange of notes
Signed at Washington November 3 and 6, 1981;
Entered into force November 6, 1981.

The Korean Ambassador to the Secretary of State

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D. C.

November 3, 1981

KAM/81-196

Excellency:

I have the honor to refer to the Agreement Relating to Scientific and Technical Cooperation between the Government of the Republic of Korea and the Government of the United States of America signed in Seoul on November 22, 1976.[1]

I have further the honor to propose that the said Agreement be extended for five years in accordance with the provisions of Article 11 thereof.

If the proposal is acceptable to the Government of the United States of America, this note and your note of reply thereto, shall constitute an agreement between our two Governments, which shall enter into force on the date of your reply.

Please accept, Excellency, the renewed assurances of my highest consideration.

Byong Hion Lew
Ambassador

His Excellency
Alexander M. Haig, Jr.
Secretary of State
Washington, D.C.

[1] TIAS 8456; 27 UST 4350.

The Secretary of State to the Korean Ambassador

November 6, 1981

Excellency:

I have the honor to refer to your note of November 3, 1981 which reads as follows:

"I have the honor to refer to the Agreement Relating to Scientific and Technical Cooperation between the Government of the Republic of Korea and the Government of the United States of America signed in Seoul on November 22, 1976.

"I have further the honor to propose that the said Agreement be extended for five years in accordance with the provisions of Article 11 thereof.

"If the proposal is acceptable to the Government of the United States of America, this note and your note of reply thereto shall constitute an agreement between our two Governments, which shall enter into force on the date of your reply."

I have the honor to confirm that the proposal contained in your note is acceptable to the Government of the United States of America and that your note

His Excellency
Byong Hion Lew,
Ambassador of the
Republic of Korea.

and this response will constitute an Agreement between our two Governments to renew the said Agreement for a period of five years beginning with today's date.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Charles Horner [1]

[1] Charles Horner.

76-319 - 88 - 22

GREAT BRITAIN AND NORTHERN IRELAND

Narcotic Drugs: Interdiction of Vessels

Agreement effected by exchange of notes
Signed at London November 13, 1981;
Entered into force November 13, 1981.
With related letter.

The British Secretary of State for Foreign and Commonwealth Affairs to the American Ambassador

Foreign and Commonwealth Office

London SW1A 2AH

His Excellency
The Honourable
John J. Louis Jr.
Embassy of the
United States of America
Grosvenor Square
London W1A 1AE

13 November 1981

Your Excellency,

I have the honour to refer to the recent discussions between representatives of our two Governments concerning the desire of the authorities of the United States to take more effective measures to suppress the unlawful importation of cannabis and other narcotic drugs into the United States.

Bearing in mind the special nature of this problem and having regard to the need for international co-operation in suppressing the illicit traffic in narcotic drugs, which is recognised in the Single Convention on Narcotic Drugs of 1961, [1] I have the honour to propose the following:

1. The Government of the United Kingdom of Great Britain and Northern Ireland agree that they will not object to the boarding by the authorities of the United States, outside the limits of the territorial sea and contiguous zone of the United States and within the areas described in paragraph 9 below, of private vessels under the British flag in any case in which those authorities reasonably believe that the vessel has on board a cargo of drugs for importation into the United States in violation of the laws of the United States.

2. On boarding the vessel the authorities of the United States may address enquiries to those on board, examine the ship's papers and take such other measures as are necessary to establish the place of registration of the vessel. When these measures suggest that an offence against the laws of the United States relative to the importation of narcotic drugs is being committed, the Government of the United Kingdom agree that they will not object to the authorities of the United States instituting a search of the vessel.

3. If the authorities of the United States then believe that an offence against the laws referred to in paragraph 2 above is being committed, the Government of the United Kingdom agree that they will not object to the vessel being seized and taken into a United States port.

[1] Done Mar. 30, 1961. TIAS 6298; 18 UST 1407.

4. The Government of the United Kingdom may, within 14 days of the vessel's entry into port, object to the continued exercise of United States jurisdiction over the vessel for purposes of the laws referred to in paragraph 2 above, and the Government of the United States shall thereupon release the vessel without charge. The Government of the United States shall not institute forfeiture proceedings before the end of the period allowed for objection.

5. The Government of the United Kingdom may, within 30 days of the vessel's entry into port, object to the prosecution of any United Kingdom national found on board the vessel, and the Government of the United States shall thereupon release such person. The Government of the United Kingdom agree that they will not otherwise object to the prosecution of any person found on board the vessel.

6. Any action by the authorities of the United States shall be taken in accordance with this Agreement and United States law.

7. In any case where a vessel under the British flag is boarded the authorities of the United States shall promptly inform the authorities of the United Kingdom of the action taken and shall keep them fully informed of any subsequent developments.

8. If any loss or injury is suffered as a result of any action taken by the United States in contravention of these arrangements or any improper or unreasonable action taken by the United States pursuant thereto, representatives of the two Governments shall meet at the request of either to decide any question relating to compensation. Representatives of the two Governments shall in any case meet from time to time to review the working of these arrangements.

9. The areas referred to in paragraph 1 above comprise the Gulf of Mexico, the Caribbean Sea, that portion of the Atlantic Ocean West of longitude 55° West and South of latitude 30° North and all other areas within 150 miles of the Atlantic coast of the United States.

10. I have the honour to suggest that if the foregoing proposals are acceptable to the Government of the United States, this Note and Your Excellency's confirmatory reply shall constitute an Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States which shall enter into force on the date of your reply. It may be terminated by either Government on one month's notice but will continue to remain effective in respect of any proceedings based on action taken during its validity.

Accept, Excellency, the
renewed assurance of my
highest consideration.
(For the Secretary of State)

Michael St. Burton. [1]

[1] Michael St. E. Burton.

The American Chargé d'Affaires ad interim to the British Secretary of State for Foreign and Commonwealth Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

London, November 13, 1981

No. 55

Excellency:

I have the honor to refer to your Note of November 13, 1981, which reads as follows:

"I have the honour to refer to the recent discussions between representatives of our two Governments concerning the desire of the authorities of the United States to take more effective measures to suppress the unlawful importation of cannabis and other narcotic drugs into the United States.

"Bearing in mind the special nature of this problem and having regard to the need for international cooperation in suppressing the illicit traffic in narcotic drugs, which is recognised in the Single Convention on Narcotic Drugs of 1961, I have the honour to propose the following:

"1. The Government of the United Kingdom of Great Britain and Northern Ireland agree that they will not object to the boarding by the authorities of the United States, outside the limits of the territorial sea and contiguous zone of the United States and within the areas described in paragraph 9 below, of private vessels under the British flag in any case in which those authorities reasonably believe that the vessel has on board a cargo of drugs for importation into the United States in violation of the laws of the United States.

"2. On boarding the vessel the authorities of the United States may address enquiries to those on

His Excellency

The Right Honorable

The Lord Carrington, KCMG, MC,

Secretary of State for Foreign

and Commonwealth Affairs,

London.

board, examine the ship's papers and take such other measures as are necessary to establish the place of registration of the vessel. When these measures suggest that an offence against the laws of the United States relative to the importation of narcotic drugs is being committed, the Government of the United Kingdom agree that they will not object to the authorities of the United States instituting a search of the vessel.

"3. If the authorities of the United States then believe that an offence against the laws referred to in paragraph 2 above is being committed, the Government of the United Kingdom agree that they will not object to the vessel being seized and taken into a United States port.

"4. The Government of the United Kingdom may, within 14 days of the vessel's entry into port, object to the continued exercise of United States jurisdiction over the vessel for purposes of the laws referred to in paragraph 2 above, and the Government of the United States shall thereupon release the vessel without charge. The Government of the United States shall not institute forfeiture proceedings before the end of the period allowed for objection.

"5. The Government of the United Kingdom may, within 30 days of the vessel's entry into port, object to the prosecution of any United Kingdom national found on board the vessel, and the Government of the United States shall thereupon release such person. The Government of the United Kingdom agree that they will not otherwise object to the prosecution of any person found on board the vessel.

"6. Any action by the authorities of the United States shall be taken in accordance with this Agreement and United States law.

"7. In any case where a vessel under the British flag is boarded the authorities of the United States shall promptly inform the authorities of the United Kingdom of the action taken and shall keep them fully informed of any subsequent developments.

"8. If any loss or injury is suffered as a result of any action taken by the United States in contravention of these arrangements, or any improper or unreasonable action taken by the United States pursuant thereto, representatives of the two Governments shall meet at the request of either to decide any question relating to compensation. Representatives of the two Governments shall in any case meet from time to time to review the working of these arrangements.

"9. The areas referred to in paragraph 1 comprise the Gulf of Mexico, the Caribbean Sea, that portion

of the Atlantic Ocean West of longitude 55° West and South of latitude 30° North and all other areas within 150 miles of the Atlantic coast of the United States.

"10. I have the honour to suggest that, if the foregoing proposals are acceptable to the Government of the United States, this Note and Your Excellency's confirmatory reply shall constitute an agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States, which shall enter into force on the date of your reply. It may be terminated by either Government on one month's notice but will continue to remain effective in respect of any proceedings based on action taken during its validity."

I have the honor to inform you that the Government of the United States welcomes the cooperation offered by your Government in efforts to suppress the unlawful importation of narcotic drugs into the United States and to confirm that the foregoing proposals are acceptable to the Government of the United States which therefore agrees that your Note and this reply shall constitute an agreement between the Government of the United States and the Government of the United Kingdom of Great Britain and Northern Ireland which shall enter into force on the date of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Edward J. Streator [1]
Chargé d'Affaires ad interim.

[1] Edward J. Streator.

[RELATED LETTER]

The Head of the Maritime, Aviation and Environment Department, Foreign and Commonwealth Affairs, to the American Economic Counselor

Foreign and Commonwealth Office

London SW1A 2AH

Mr M P Boerner
Embassy of the
United States of America
Grosvenor Square
London W1A 1AE

13 November 1981

Dear Mr Boerner,

THE SUPPRESSION OF THE UNLAWFUL IMPORTATION OF NARCOTIC DRUGS INTO THE UNITED STATES

With regard to the reference in paragraph 1 of the Note to ''Private vessels under the British flag'', the Government of the United Kingdom understand that term as referring in this context to private vessels registered in the United Kingdom or in any territory for whose international relations the Government of the United Kingdom are responsible.

With regard to paragraph 5 of the Note, the Government of the United Kingdom consider that all persons on board a British vessel should in principle enjoy equal treatment under the law. In agreeing not to object to prosecution by the United States of anyone other than a United Kingdom national the Government of the United Kingdom act on the understanding that questions relating to the prosecution of the nationals of other States are of primary concern to their State of nationality.

The Government of the United Kingdom do not consider that this Exchange of Notes should be regarded as setting a precedent for the conclusion of any further agreement affecting the freedom of passage of British ships on the high seas.

Yours sincerely,

Michael St E Burton

M St E Burton
Maritime, Aviation and
Environment Department

PEOPLE'S REPUBLIC OF CHINA

Double Taxation: Shipping Profits

Agreement effected by exchange of letters
Signed at Beijing November 18, 1981;
Entered into force November 18, 1981;
Effective January 1, 1981.

四、本协议企业是指：

（一）中华人民共和国的国营、集体、合营、公民所经营的企业。居住在美国的中国公民，不享受上述免税权利。

（二）美利坚合众国的公司和公民所经营的企业。居住在中国的美国公民不享受上述免税权利。

五、本协议长期有效。两国政府任何一方均可在下一年开始前六个月书面通知对方自下年一月一日起终止本协议。

上述内容，如蒙阁下复函确认，则本函和阁下的复函即构成我们两国政府间的一项协议，并自一九八一年一月一日起生效。

顺致最崇高的敬意。

中华人民共和国财政部部长

王丙乾

一九八一年十一月十八日于北京

The Chinese Minister of Finance to the Secretary of the United States Treasury

美利坚合众国

财政部长唐纳德·T·里甘先生

阁　下：

我荣幸地提及，我们两国政府已签订海运协定。为了有利于发展两国间的海运业务，我谨代表中华人民共和国政府建议，我们双方就互免有关税收问题达成如下协议：

一、中华人民共和国政府对美利坚合众国海运企业经营的、在美利坚合众国注册、悬挂美国国旗并持有美国海运当局颁发证件的船舶，免除在中华人民共和国征收的海运运输收入的税收。

二、美利坚合众国政府对中华人民共和国海运企业经营的、在中华人民共和国注册、悬挂中国国旗并持有中国海运当局颁发证件的船舶，免除在美利坚合众国征收的海运运输收入的税收。

三、本协议经营船舶运输收入是包括客运、货运和邮政运输业务收入，以及有关上述运输票证出售的收入，也包括船舶空仓租金和使用集装箱和有关设备的租金，这种租金应附属于来自经营船舶的其他收入。

TRANSLATION

Mr. Donald T. Regan
Secretary of the Treasury
United States of America

Excellency:

I am honored to refer to the Maritime Transportation Agreement already signed by our two governments.[1] In order to facilitate the development of maritime transportation business between our two countries, I propose, on behalf of the government of the People's Republic of China, that our two sides reach agreement with respect to the question of reciprocal exemption of relevant taxes:

[For the English language text, see pp. 4235–4236.]

Accept, Excellency, the assurances of my highest consideration.

Wang Bingqian

Wang Bingqian
Minister of Finance
People's Republic of China

Beijing
November 18, 1981

[1] Signed Sept. 17, 1980. TIAS 10244; *ante*, p. 3605.

The Secretary of the United States Treasury to the Chinese Minister of Finance

THE SECRETARY OF THE TREASURY
WASHINGTON

Beijing

November 18, 1981

Excellency:

I have the honor to acknowledge receipt of your note of today's date which sets forth certain terms for providing reciprocal exemption from tax of maritime transportation income, as follows:

"1. The Government of the People's Republic of China agrees to grant exemption from taxes levied by the People's Republic of China on the maritime transport earnings derived by U.S. enterprises from the operation of ships flying the U.S. flag, documented under the laws of the United States of America and holding papers issued by U.S. maritime authorities.

2. The Government of the United States of America agrees to grant exemption from taxes levied by the United States on the maritime transport earnings derived by enterprises of the People's Republic of China from the operation of ships flying the Chinese flag, documented under the laws of the People's Republic of China and holding papers issued by the maritime authorities of the People's Republic of China.

3. In this agreement, the term maritime transport earnings from the operation of ships includes income from the transportation of passengers, cargo, and mail, and income from sales of tickets relating to the above-mentioned transportation. It also includes income from the rental of ships on a bareboat basis and from the rental of containers and related equipment if, in each case, such rental income is incidental to other income from the operation of ships.

4. The term "enterprises" means:

a) State owned and collectively owned enterprises, joint ventures, and enterprises of citizens of the People's Republic of China. Citizens of the People's Republic of China resident in the United States do not enjoy the tax exemption privileges listed above.

b) Enterprises operated by corporations and citizens of the United States of America. United States citizens resident in the People's Republic of China do not enjoy the tax exemption privileges listed above.

5. This agreement shall remain in effect indefinitely. Either government may terminate the agreement by giving the other government six months notice, in writing, prior to the beginning of the following year, that the agreement shall cease to be effective on the following January 1.

If the terms set forth above are confirmed by a note of reply from your Excellency, then this note and your Excellency's note of reply will constitute an agreement between our two governments and will become effective on January 1, 1981."

I have the honor to confirm that the Government of the United States of America agrees to the terms set forth above.

Accept, Excellency, the assurance of my highest consideration.

Donald T. Regan

Donald T. Regan

His Excellency
Wang Bingqian
Minister of Finance
People's Republic of China

SWITZERLAND

Privileges and Immunities: Intermediate Range (Theater) Nuclear Force Delegation

Agreement relating to the agreement of October 17, 1980.
Effected by exchange of notes
Signed at Bern November 11 and 20, 1981;
Entered into force November 20, 1981.

The American Ambassador to the Swiss Chief, Federal Department of Foreign Affairs

Bern, Switzerland

No. 128

November 11, 1981

Excellency:

I have the honor to inform Your Excellency of the United States' intention to begin negotiations with the Soviet Union on November 30, 1981, in Geneva, on the subject of arms control involving intermediate-range nuclear forces. The United States delegation will be led by Ambassador Paul Nitze.

I also have the honor to request of Your Excellency that the United States delegation be granted full diplomatic privileges and immunities on the basis of the exchange of notes dated November 21, 1972, [1] dealing with privileges and immunities of the U.S. SALT delegation, and also on the basis of the October 17, 1980 [2] exchange of notes concerning our delegation to the preliminary discussions for the forthcoming 1981 negotiations.

Accept, Excellency, the renewed assurances of my highest consideration.

His Excellency

Pierre Aubert,

Federal Department of Foreign Affairs,

Bern.

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[1] Exchange of notes Nov. 21 and 22, 1972. TIAS 7523; 23 UST 3736.
[2] TIAS 10056; *ante*, p. 610.

The Swiss Chief, Federal Department of Foreign Affairs, to the American Ambassador

LE CHEF
DU DÉPARTEMENT FÉDÉRAL
DES AFFAIRES ÉTRANGÈRES

Berne, le 20 novembre 1981

NOV 23 1981

Madame l'Ambassadeur,

J'ai l'honneur de me référer à votre lettre du 11 novembre 1981, par laquelle vous m'avez informé que votre Gouvernement a l'intention d'entamer, le 30 novembre 1981 à Genève, des négociations avec l'Union Soviétique sur le contrôle des armes y compris les armes nucléaires à portée intermédiaire.

Je puis vous confirmer que pendant les négociations susmentionnées, la délégation des Etats-Unis d'Amérique, ainsi que les personnes qui la composent, bénéficieront du même statut et des mêmes privilèges et immunités que ceux qui furent accordés à la délégation de votre pays et à la délégation de l'Union des Républiques Socialistes Soviétiques aux pourparlers sur la limitation des armes stratégiques (SALT), conformément à l'échange de lettres du 21 novembre 1972 entre nos deux gouvernements, et que ceux qui furent accordés aux délégations des Etats-Unis et de l'Union Soviétique aux échanges de vue préliminaires aux négociations susmentionnées, conformément à l'échange de lettres du 17 octobre 1980 entre nos deux gouvernements.

Veuillez agréer, Madame l'Ambassadeur, l'assurance de ma haute considération.

Pierre Aubert

Son Excellence
Madame Faith Ryan Whittlesey
Ambassadeur
des Etats-Unis d'Amérique
93, Jubiläumsstrasse

3005 Berne

TRANSLATION

Chief
Federal Department of Foreign Affairs

Bern, November 20, 1981

Madam Ambassador:

I have the honor to refer to your letter of November 11, 1981, in which you informed me of your government's intention to begin negotiations with the Soviet Union on November 30, 1981, in Geneva, on the subject of arms control involving intermediate-range nuclear forces.

I wish to confirm that during the aforementioned negotiations the United States delegation and its members will enjoy the same status and the same privileges and immunities as those granted to the United States delegation and the Union of the Soviet Socialist Republic delegation to the strategic arms limitation (SALT) negotiations, in conformity with the exchange of notes between our two governments dated November 21, 1972, and those granted to the United

Her Excellency
Faith Ryan Whittlesey,
Ambassador of the United States of America,
93, Jubilaumsstrasse,
3005 Bern.

States and Soviet delegations to the preliminary discussions for the aforementioned negotiations, in conformity with the exchange of notes between our two governments dated October 17, 1980.

Accept, Madam Ambassador, the assurances of my high consideration.

Pierre Aubert

Pierre Aubert

INTERNATIONAL COTTON ADVISORY COMMITTEE

Taxation: Reimbursement of Income Taxes

Agreement effected by exchange of notes
Signed at Washington November 17 and 19, 1981;
Entered into force January 1, 1982.

The Secretary of State to the Executive Director of the International Cotton Advisory Committee

DEPARTMENT OF STATE
WASHINGTON
NOVEMBER 17, 1981.

SIR:

I refer to my letter of October 9, 1981,[1] indicating the willingness of the Government of the United States to conclude a Tax Reimbursement Agreement with the International Cotton Advisory Committee (ICAC) in accordance with which ICAC will reimburse its staff members who are United States citizens, or who are otherwise liable to pay United States Federal income tax, for those United States Federal income taxes that these staff members have paid on ICAC income as specified below. An advance payment made by ICAC relating to the estimated tax liability of a staff member during a current year will be treated as a reimbursement, provided that such payment is effected by an instrument jointly payable to the Internal Revenue Service and the staff member.

An income tax reimbursement charge will be payable by the Government of the United States, subject to the availability of funds, to compensate ICAC for the expenditure it has made. This charge will cover reimbursements made by ICAC for United States Federal income taxes on the following categories of ICAC income:

basic salary; post allowance that is based on the cost of living; travel on appointment or on separation; installation allowance; removal, shipment or storage of household effects; education allowance and ed-

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[1] Not printed.

ucation travel grant; home leave travel; travel on annual leave from designated duty station; family visit travel; representation; language allowance; dependency grant; payments made specifically to compensate a staff member for the United States Federal income tax for which the staff member is liable or has paid.

The charge payable by the Government of the United States will not include reimbursement for interest or fines paid on income tax, taxes on pensions or lump sum payments related to pensions, or taxes paid to any state or local government within the United States.

The Government of the United States will reimburse for each taxpayer an amount not to exceed the Federal income tax that would be due if the specified categories of ICAC income were the taxpayer's only income, taking into account any special tax benefits available to United States taxpayers employed abroad, as well as the deductions and personal exemptions generally allowed.

This agreement does not cover ICAC staff members who are paid from voluntary funds, nor tax on income from any source other than ICAC.

ICAC will maintain separate accounting of the tax reimbursements covered by this agreement. To help insure the accountability of the program, ICAC, after securing the written permission of the American and other staff members liable to pay United States Federal income tax, will provide the Department of State with a list of participating staff members and their United States Social Security numbers for forwarding to the United States Internal Revenue Service for income tax filing record checks.

The Government of the United States will reimburse ICAC on the basis of a certification that reimbursements have been made by ICAC to United States citizens, or others liable to pay United States Federal income tax. The certifications will set forth the names and United States Social Security numbers of the staff members reimbursed, the total of ICAC income against which the United States Federal income tax has been paid, the amount paid to each staff member in each of the categories of income specified above, the amount of tax reimbursed to each staff member by the year in which reimbursement was made, and the amount of tax reimbursed to each staff member by the year for which reimbursement was made.

This agreement will enter into force January 1, 1982. It shall apply with respect to reimbursements made by ICAC on taxes paid on ICAC income earned in 1982 or thereafter.

This agreement may be terminated by either party, effective one year from the date on which written notice of termination is given.

This agreement supersedes the agreement on reimbursement of income taxes between the Government of the United States and ICAC, signed at Washington, March 28 and May 1, 1974.[1]

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[1] TIAS 8077; 26 UST 906.

I propose that the present note and your reply thereto will constitute an agreement between the Government of the United States and ICAC for the purpose of regulating the reimbursement of income tax.

Very truly yours,

For the Secretary of State:

ELLIOTT ABRAMS

Assistant Secretary of State
for International Organization Affairs

THE EXECUTIVE DIRECTOR,
International Cotton Advisory Committee,
Washington.

The Executive Director of the International Cotton Advisory Committee to the Assistant Secretary of State for International Organization Affairs

INTERNATIONAL COTTON ADVISORY COMMITTEE
1225 - 19TH STREET, N.W. - SUITE 320
WASHINGTON, D.C. 20036 U.S.A.
TELEPHONE (202) 463-6660 TELEX 64491

November 19, 1981

Mr. Elliott Abrams,
Assistant Secretary of State for
International Organization Affairs,
Washington.

Dear Mr. Abrams:

I have received your note of November 17, 1981, proposing the conclusion of an agreement by which the Government of the United States would compensate ICAC for the reimbursement of United States Federal income tax that ICAC may make to its staff members.

The terms and conditions set forth in your note are acceptable, and I concur with your proposal that your note and this reply from me constitute an agreement between the Government of the United States and ICAC for the purpose of regulating the reimbursement of income tax.

Yours sincerely,

J.C. Santley,
Executive Director

PERU

Atomic Energy: Peaceful Uses of Nuclear Energy

Agreement signed at Washington June 26, 1980;
Entered into force April 15, 1982.
With agreed minute.

AGREEMENT FOR COOPERATION BETWEEN
THE UNITED STATES OF AMERICA AND PERU
CONCERNING PEACEFUL USES OF NUCLEAR ENERGY

The Government of the United States of America and the Government of Peru,

Mindful of their respective obligations under the Treaty for the Prohibition of Nuclear Weapons in Latin America and its Protocols[1] ("Treaty of Tlatelolco") and that both the United States and Peru are parties to the Treaty on the Non-Proliferation of Nuclear Weapons[2] ("NPT");

Reaffirming their commitment to ensuring that the international development and use of nuclear energy for peaceful uses are carried out under arrangements which will to the maximum possible extent further the objectives of the Treaty of Tlatelolco and the NPT;

Affirming their support of the objectives of the International Atomic Energy Agency ("IAEA"), their desire to promote full implementation of the Treaty of Tlatelolco, and their desire to promote universal adherence to the NPT;

Desiring to cooperate in the development, use and control of peaceful uses of nuclear energy; and

Mindful that peaceful nuclear activities must be undertaken with a view to protecting the international

[1] Done Feb. 14, 1967. TIAS 7137, 10147; 22 UST 754; *ante*, p. 1792.
[2] Done July 1, 1968. TIAS 6839; 21 UST 483.

environment from radioactive, chemical and thermal contamination;

Have agreed as follows:

Article 1
Scope of Cooperation

1. The United States and Peru shall cooperate in the use of nuclear energy for peaceful purposes in accordance with the provisions of this agreement and their applicable treaties, national laws, regulations and license requirements.

2. Transfers of information, material, equipment and components under this agreement may be undertaken directly between the parties or through authorized persons. Such transfers shall be subject to this agreement and to such additional terms and conditions as may be agreed by the parties.

Article 2
Definitions

For the purposes of this agreement:

(a) "byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation

incident to the process of producing or utilizing special nuclear material;

(b) "component" means a component part of equipment or other item, so designated by agreement of the parties;

(c) "equipment" means any production or utilization facility (including uranium enrichment and nuclear fuel reprocessing facilities), or any facility for the production of heavy water or the fabrication of nuclear fuel containing plutonium, or any other item so designated by agreement of the parties;

(d) "high enriched uranium" means uranium enriched to twenty percent or greater in the isotope 235;

(e) "low enriched uranium" means uranium enriched to less than twenty percent in the isotope 235;

(f) "major critical component" means any part or group of parts essential to the operation of a sensitive nuclear facility;

(g) "material" means source material, special nuclear material or byproduct material, radioisotopes other than byproduct material, moderator material, or any other such substance so designated by agreement of the parties;

(h) "moderator material" means heavy water, or graphite or beryllium of a purity suitable for use in a reactor to slow down high velocity neutrons and increase the likelihood of further fission, or any other such material so designated by agreement of the parties;

(i) "parties" means the Government of the United States of America and the Government of Peru;

(j) "peaceful purposes" include the use of information, material, equipment and components in such fields as research, power generation, medicine, agriculture and industry but do not include use in, research on or development of any nuclear explosive device or any military purpose;

(k) "person" means any individual or any entity subject to the jurisdiction of either party but does not include the parties to this agreement;

(l) "production facility" means any nuclear reactor designed or used primarily for the formation

of plutonium or uranium 233, any facility designed or used for the separation of the isotopes of uranium or plutonium, any facility designed or used for the processing of irradiated materials containing special nuclear material, or any other item so designated by agreement of the parties;

(m) "reactor" means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained by utilizing uranium, plutonium or thorium, or any combination thereof;

(n) "restricted data" means all data concerning (1) design, manufacture or utilization of nuclear weapons, (2) the production of special nuclear material, or (3) the use of special nuclear material in the production of energy, but shall not include data of a party which it has declassified or removed from the category of restricted data;

(o) "sensitive nuclear facility" means any facility designed or used primarily for uranium enrichment, reprocessing of nuclear fuel, heavy water production, or fabrication of nuclear fuel containing plutonium;

(p) "sensitive nuclear technology" means any information (including information incorporated in equipment or an important component) which is not in the public domain and which is important to the design, construction, fabrication, operation or maintenance of any sensitive nuclear facility, or other such information which may be so designated by agreement of the parties;

(q) "source material" means (1) uranium, thorium, or any other material so designated by agreement of the parties, or (2) ores containing one or more of the foregoing materials in such concentration as the parties may agree from time to time;

(r) "special nuclear material" means (1) plutonium, uranium 233, or uranium enriched in the isotope 235, or (2) any other material so designated by agreement of the parties;

(s) "utilization facility" means any reactor other than one designed or used primarily for the formation of plutonium or uranium 233.

Article 3
Transfer of Information

1. Information concerning the use of nuclear energy for peaceful purposes may be transferred. The transfer of information may be accomplished through various means including reports, data banks, computer programs, conferences, visits, and the assignment of experts and staff to facilities. Fields which may be covered include, but shall not be limited to, the following:

(a) development, design, construction, operation, maintenance and use of reactors and reactor experiments;

(b) the use of material in physical and biological research, medicine, agriculture and industry;

(c) fuel cycle studies of ways to meet future world-wide civil nuclear needs, including multilateral approaches to guaranteeing nuclear fuel supply and appropriate techniques for management of nuclear waste;

(d) safeguards and physical security of materials, equipment and components;

(e) health, safety and environmental considerations related to the foregoing;

(f) assessing the role nuclear power may play in national energy plans; and

(g) exploration for and development of uranium resources.

2. This agreement does not require the transfer of any information which the parties are not permitted to transfer.

3. Restricted data shall not be transferred under this agreement.

4. Sensitive nuclear technology shall not be transferred under this agreement unless provided by an amendment to this agreement.

Article 4
Transfer of Material, Equipment and Components

1. Material, equipment and components may be transferred for applications consistent with this agreement. However, sensitive nuclear facilities and major critical components shall not be transferred under this agreement unless provided by an amendment to this agreement.

2. Low enriched uranium may be transferred for use as fuel in reactor experiments and in reactors, for conversion or fabrication, or for such other purposes as may be agreed by the parties.

3. Special nuclear material other than low enriched uranium and material contemplated under paragraph 6 may, if the parties agree, be transferred for specified applications where technically and economically justified or where justified for the development and demonstration of reactor fuel cycles to meet energy security and non-proliferation objectives.

4. The quantity of special nuclear material transferred under this agreement shall not at any time be in excess of the quantity the parties agree is necessary for any of the following purposes: the use in reactor experiments or loading of reactors, the efficient and continuous conduct of such reactor experiments or operation of such reactors, and the accomplishment of other purposes as may be agreed by the parties. If high enriched uranium in excess of the quantity required for these purposes exists in Peru, the United States shall have the right to require the return of any high enriched uranium transferred

pursuant to this agreement (including irradiated high enriched uranium) which contributes to this excess. If this right is exercised, the parties shall make appropriate commercial arrangements which shall not be subject to any further agreement between the parties as otherwise contemplated under articles 5 and 6.

5. Any high enriched uranium transferred pursuant to this agreement shall not be at a level of enrichment in the isotope 235 in excess of levels which the parties agree are necessary for the purposes described in paragraph 4.

6. Small quantities of special nuclear material may be transferred for use as samples, standards, detectors, targets and for such other purposes as the parties may agree. Transfers pursuant to this paragraph shall not be subject to the quantity limitations in paragraph 4.

7. The United States shall endeavor to take such actions as necessary and feasible to ensure a reliable supply of nuclear fuel to Peru, including the export of nuclear material on a timely basis and the availability of the capacity to carry out this undertaking during the period of this agreement.

Article 5
Storage and Retransfers

1. Each party guarantees that any plutonium or uranium 233 (except as contained in irradiated fuel elements) or high enriched uranium transferred to and under its jurisdiction pursuant to this agreement or used in or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this agreement shall be stored only in a facility that has been agreed to in advance by the parties.

2. Each party guarantees that any material, equipment, or components transferred to and under its jurisdiction pursuant to this agreement and any special nuclear material produced through the use of any such material or equipment shall not be transferred to unauthorized persons, or, unless the parties agree, beyond its terrtorial jurisdiction.

Article 6
Reprocessing and Enrichment

1. Each party guarantees that material transferred to and under its jurisdiction pursuant to this agreement and material used in or produced through the use of any material or equipment transferred to and under its jurisdiction

pursuant to this agreement shall not be reprocessed unless the parties agree. Each party guarantees that any plutonium, uranium 233, highly enriched uranium, or irradiated source or special nuclear material transferred to and under its jurisdiction pursuant to this agreement or used in or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this agreement shall not be altered in form or content, except by irradiation or further irradiation, unless the parties agree.

2. Each party guarantees that uranium transferred to and under its jurisdiction pursuant to this agreement and uranium used in any equipment transferred to and under its jurisdiction pursuant to this agreement shall not be enriched after transfer unless the parties agree.

Article 7
Physical Security

1. Each party guarantees that adequate physical security shall be maintained with respect to any material and equipment transferred to and under its jurisdiction pursuant to this agreement and with respect to any special nuclear material used in or produced through the use of

any material or equipment transferred to and under its jurisdiction pursuant to this agreement.

2. The parties agree to the levels for the application of physical security set forth in the Annex, which levels may be modified by mutual consent of the parties. The parties shall maintain adequate physical security measures in accordance with such levels. These measures shall as a minimum provide protection comparable to the recommendations set forth in IAEA document INFCIRC/225/ Revision 1 concerning the physical protection of nuclear material, or in any revision of that document agreed to by the parties.

3. The adequacy of physical security measures maintained pursuant to this article shall be subject to review and consultation by the parties periodically and whenever either party is of the view that revised measures may be required to maintain adequate physical security.

4. Each party shall identify those agencies or authorities having responsibility for ensuring that levels of physical security are adequately met and having responsibility for coordinating response and recovery operations in the event of unauthorized use or handling of material subject to this article. Each party shall also designate

points of contact within its national authorities to cooperate on matters of out-of-country transportation and other matters of mutual concern.

5. The provisions of this article shall be implemented in such a manner as to avoid hampering, delay or undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 8
No Explosive or Military Application

Each party guarantees that no material, equipment or components transferred to and under its jurisdiction pursuant to this agreement and no material used in or produced through the use of any such material, equipment or components so transferred to and under its jurisdiction shall be used for any nuclear explosive device, for research on or development of any nuclear explosive device, or for any military purpose.

Article 9
Safeguards

1. Cooperation under this agreement shall require the application of IAEA safeguards with respect to all nuclear activities within the territory of Peru, under its jurisdiction or carried out under its control anywhere. Implementation of a safeguards agreement pursuant to Article III(4) of the NPT and Article 13 of the Treaty of Tlatelolco shall be considered to fulfill the requirement stated in the foregoing sentence.

2. Material transferred to Peru pursuant to this agreement and any source or special nuclear material used in or produced through the use of any material, equipment or components so transferred shall be subject to safeguards in accordance with the agreement between Peru and the IAEA for the application of safeguards in connection with the NPT and the Treaty of Tlatelolco, signed on March 2, 1978.[1]

3. If the United States or Peru becomes aware of circumstances which demonstrate that the IAEA for any reason is not or will not be applying safeguards in accordance with the agreement as provided for in paragraph 2,

[1] IAEA Doc. INFCIRC/273.

to ensure effective continuity of safeguards the parties shall immediately enter into arrangements which conform with IAEA safeguards principles and procedures and with the coverage required by that paragraph and which provide assurance equivalent to that intended to be secured by the system they replace.

4. Each party guarantees it shall take such measures as are necessary to maintain and facilitate the application of safeguards provided for under this article.

5. Each party shall establish and maintain a system of accounting for and control of all material transferred pursuant to this agreement and any material used in or produced through the use of any material, equipment or components so transferred, the procedures of which shall be comparable to those set forth in IAEA document INFCIRC/153 (corrected), or in any revision of that document agreed to by the parties.

6. Upon the request of either party, the other party shall report or permit the IAEA to report to the requesting party on the status of all inventories of any material subject to this agreement.

7. The provisions of this article shall be implemented in such a manner as to avoid hampering, delay or undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

Article 10
Multiple Supplier Controls

If an agreement between either party and another nation or group of nations provides such other nation or group of nations rights equivalent to any or all of those set forth under articles 5, 6, or 7 with respect to material, equipment or components subject to this agreement, the parties may, upon the request of either of them, agree that the implementation of any such rights will be accomplished by such other nation or group of nations.

Article 11
Cessation of Cooperation

1. If either party at any time following entry into force of this agreement:

(a) does not comply with the provisions of articles 5, 6, 7, 8 or 9, or

(b) terminates, abrogates or materially violates a safeguards agreement with the IAEA,

the other party shall have the rights to cease further cooperation under this agreement and to require the return of any material, equipment and components transferred under this agreement and any special nuclear material produced through their use.

2. If Peru at any time following entry into force of this agreement detonates a nuclear explosive device, the United States shall have the rights specified in paragraph 1.

3. If either party exercises its rights under this article to require the return of any material, equipment or components, it shall, after removal from the territory of the other party, reimburse the other party for the fair market value of such material, equipment or components. In the event this right is exercised, the parties shall make such other appropriate arrangements as may be required which shall not be subject to any further agreement between the parties as otherwise contemplated under articles 5 and 6.

Article 12
Consultations and Environmental Protection

1. The parties undertake to consult at the request of either party regarding the implementation of this agreement and the development of further cooperation in the field of peaceful uses of nuclear energy.

2. The parties shall consult, with regard to activities under this agreement, to identify the international environmental implications arising from such activities and shall cooperate in protecting the international environment from radioactive, chemical or thermal contamination arising from peaceful nuclear activities under this agreement and in related matters of health and safety.

Article 13
Entry into Force and Duration

1. This agreement shall enter into force on the date on which the parties exchange diplomatic notes informing each other that they have complied with all applicable requirements for its entry into force,[1] and shall remain in force for a period of twenty (20) years. This term will be extended automatically for an additional period of ten (10) years unless either party notifies the other of its

[1] Apr. 15, 1982.

desire to cease cooperation one (1) year in advance of the date on which the agreement would be automatically extended. This agreement may be extended thereafter for such additional periods as may be agreed between the parties in accordance with their applicable requirements.

2. Notwithstanding the suspension, termination or expiration of this agreement or any cooperation hereunder for any reason, articles 5, 6, 7, 8, 9, and 11 shall continue in effect so long as any material, equipment or components subject to these articles remains in the territory of the party concerned or under its jurisdiction or control anywhere, or until such time as the parties agree that such material, equipment or components are no longer useable for any nuclear activity relevant from the point of view of safeguards.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this agreement.

DONE at Washington, this 26 day of June, 1980 in duplicate, in the English and Spanish languages, both equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Thomas R. Pickering [1]

FOR THE GOVERNMENT OF PERU

A. Arias-Schreiber [2]

[1] Thomas R. Pickering.
[2] A. Arias-Schreiber.

ANNEX

Pursuant to paragraph 2 of article 7, the agreed levels of physical security to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as follows:

Category III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

Category II

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

Category I

Material in this category shall be protected with highly reliable systems against unauthorized use as follows:

Use and storage within a highly protected area, i.e., a protected area as defined for category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of categories II and III

materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE: CATEGORIZATION OF NUCLEAR MATERIAL[e]

Material	Form	Category I	Category II	Category III
1. Plutonium[a,f]	Unirradiated[b]	2 kg or more	Less than 2 kg but more than 500 g	500 g or less[c]
2. Uranium-235[d]	Unirradiated[b]			
	– uranium enriched to 20% ^{235}U or more	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less[c]
	– uranium enriched to 10% ^{235}U but less than 20%	–	10 kg or more	Less than 10 kg[c]
	– uranium enriched above natural, but less than 10% ^{235}U	–	–	10 kg or more
3. Uranium-233	Unirradiated[b]	2 kg or more	Less than 2 kg but more than 500 g	500 g or less[c]

[a] All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.

[b] Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.

[c] Less than a radiologically significant quantity should be exempted.

[d] Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.

[e] Irradiated fuel should be protected as Category I, II or III nuclear material depending on the category of the fresh fuel. However, fuel which by virtue of its original fissile material content is included as Category I or II before irradiation should only be reduced one Category level, while the radiation level from the fuel exceeds 100 rads/h at one meter unshielded.

[f] The State's competent authority should determine if there is a credible threat to disperse plutonium malevolently. The State should then apply physical protection requirements for category I, II or III of nuclear material, as it deems appropriate and without regard to the plutonium quantity specified under each category herein, to the plutonium isotopes in those quantities and forms determined by the State to fall within the scope of the credible dispersal threat.

[Footnotes in the original.]

CONVENIO PARA LA COOPERACION
ENTRE LOS ESTADOS UNIDOS DE AMERICA Y EL PERU
RELATIVO A LOS USOS PACIFICOS
DE LA ENERGIA NUCLEAR

El Gobierno de los Estados Unidos de América, y el Gobierno del Perú,

Conscientes de sus respectivas obligaciones conforme al Tratado para la Proscripción de las Armas Nucleares en la América Latina y sus Protocolos ("Tratado de Tlatelolco") y de que tanto los Estados Unidos como el Perú son partes del Tratado sobre la No Proliferación de Armas Atómicas ("NPT");

Reafirmando su compromiso de asegurar que el desarrollo y el uso internacionales de la energía nuclear para fines pacíficos se lleven a cabo según arreglos que promuevan al máximo los objetivos del Tratado para la Proscripción de las Armas Nucleares en la América Latina y del Tratado sobre la No Proliferación de Armas Atómicas;

Afirmando su apoyo a los objetivos del Organismo Internacional de Energía Atómica (OIEA), su deseo de promover la aplicación completa del Tratado para la Proscripción de las Armas Nucleares en la América Latina, y su deseo de promover adhesión universal al NPT;

Deseando cooperar en el desarrollo, uso y control de los usos pacíficos de la energía nuclear; y

Teniendo presente que las actividades nucleares de carácter pacífico se deben emprender con miras a proteger el medio ambiente internacional contra la contaminación radioactiva, química y térmica;

Han acordado lo siguiente:

ARTICULO I

Alcance de la Cooperación

1. Los Estados Unidos de América y el Perú cooperarán en el uso de la energía nuclear para fines pacíficos, de conformidad con las disposiciones del presente Convenio y los tratados, leyes nacionales, reglamentos y requisitos en materia de licencias que sean pertinentes.
2. Las transferencias de información, material, equipo y componentes en virtud del presente Convenio, se podrán realizar directamente entre las partes o a través de personas autorizadas. Dichas transferencias estarán sujetas a este Convenio y a los términos y condiciones adicionales que fueran acordados por las partes.

ARTICULO II

Definiciones

Para los fines del presente Convenio:

(a) "subproductos" significa cualquier material radioactivo (salvo material nuclear especial) producido o convertido en radioactivo mediante exposición a la radiación incidente al proceso de producción o utilización de material nuclear especial;

(b) "componente" significa la parte integrante de un equipo o cualquier otro ítem así designado por acuerdo de las partes;

(c) "equipo" significa cualquier instalación para la producción o utilización (incluídas las instalaciones para el enriquecimiento del uranio y la reelaboración de combustible nuclear), o

cualquier instalación para la producción de agua pesada o la fabricación de combustible nuclear que contenga plutonio, o cualquier otro ítem que haya sido así designado por acuerdo entre las partes;

(d) "uranio de alto grado de enriquecimiento" significa uranio enriquecido al 20 por ciento o más en el isótopo 235;

(e) "uranio de bajo grado de enriquecimiento" significa uranio enriquecido a menos del 20 por ciento en el isótopo 235;

(f) "componente crítico principal" significa cualquier parte o grupo de partes esenciales para la operación de una instalación nuclear de carácter sensitivo;

(g) "material" significa cualquier material básico, material nuclear especial o subproductos, radioisótopos a excepción de los subproductos, material moderador o cualquier otra sustancia análoga que haya sido así designada mediante acuerdo entre las partes;

(h) "material moderador" significa agua pesada o grafito o berílio de una pureza apropiada para su uso en un reactor, con el fin de retardar la velocidad de los neutrones de alta velocidad y aumentar la probabilidad de fisión adicional, o cualquier otro material análogo que haya sido así designado mediante acuerdo entre las partes;

(i) "Partes" significa el Gobierno de los Estados Unidos de América y el Gobierno del Perú;

(j) "fines pacíficos" incluye el uso de información, material, equipo y componentes en sectores tales como investigación, generación de energía, medicina, agricultura e industria, pero no incluye el uso en ningún dispositivo nuclear

explosivo, para trabajos de investigación sobre ningún dispositivo nuclear explosivo o desarrollo del mismo, ni para fines militares;

(k) "persona" significa cualquier individuo o entidad sujetos a la jurisdicción de cualquiera de las partes, pero no incluye las partes del presente Convenio;

(l) "instalación para producción" significa cualquier reactor nuclear diseñado o usado primordialmente para la formación de plutonio o uranio 233, cualquier instalación diseñada o usada para la separación de los isótopos de uranio o plutonio, cualquier instalación diseñada o usada para la elaboración de materiales irradiados que contengan material nuclear especial, o cualquier otro ítem que haya sido así designado mediante acuerdo entre las partes;

(m) "reactor" significa cualquier aparáto que no sea una arma nuclear ni otro dispositivo nuclear explosivo, en el que tenga lugar una reacción en cadena de fisión automantenida mediante el uso de uranio, plutonio o torio, o cualquier combinación de los mismos;

(n) "datos restringidos" significa todos los datos referentes a (1) el diseño, la manufactura o utilización de armas nucleares, (2) la producción de material nuclear especial, o (3) el uso de material nuclear especial en la generación de energía, pero no incluirá datos de una parte desclasificados o excluidos por dicha parte de la categoría de datos restringidos;

(o) "instalación nuclear de carácter sensitivo" significa cualquier instalación diseñada o usada principalmente para enriquecer uranio, reelaborar combustible nuclear, producir agua pesada o fabricar combustible nuclear que contenga plutonio;

(p) "tecnología nuclear de carácter sensitivo" significa cualquier información (incluída la que esté incorporada en el equipo o un componente importante), que no pertenezca al dominio público y que sea de importancia para el diseño, construcción, fabricación, operación o mantenimiento de cualquier instalación nuclear de carácter sensitivo, u otra información análoga que pueda ser designada así mediante acuerdo entre las partes;

(q) "material básico" significa (1) uranio, torio o cualquier otro material que haya sido así designado mediante acuerdo entre las partes, o (2) minerales que contengan uno o más de los materiales antedichos en un grado de concentración tal como sea convenido de vez en cuando por las partes;

(r) "material nuclear especial" significa (1) plutonio, uranio 233, o uranio enriquecido en el isótopo 235, o (2) cualquier otro material que haya sido así designado mediante acuerdo entre las partes.

(s) "instalación para la utilización" significa cualquier reactor que no haya sido diseñado o usado con el propósito principal de formar plutonio o uranio 233.

ARTICULO III

Transferencia de Información

1. La información con respecto al uso de energía nuclear para fines pacíficos puede transferirse. La trasferencia de información se puede realizar por varios medios incluidos informes, bancos de datos, programas de computadoras, conferencias, visitas, y el nombramiento de expertos y personal a las instalaciones. Los sectores que podrían cubrirse abarcan los siguientes, sin que se limiten a ellos:

(a) desarrollo, diseño, construcción, operación, mantenimiento y uso de reactores y experimentos con reactores;

(b) el uso de material en trabajos de investigación física y biológica, medicina, agricultura e industria;

(c) estudios sobre el ciclo del combustible para hallar métodos que permitan hacer frente a las futuras necesidades mundiales en materia de energía nuclear para usos civiles, incluyendo enfoques multilaterales para garantizar el suministro de combustible nuclear y técnicas apropiadas para el control de desechos nucleares;

(d) salvaguardias y seguridad física de materiales, equipo y componentes;

(e) consideraciones de salud, seguridad y del ambiente relativas a lo antedicho;

(f) evaluación del papel que la energía nuclear puede desempeñar en los planes energéticos nacionales; y

(g) exploración y explotación de los recursos de uranio.

2. El presente Convenio no requiere la transferencia de información que a las partes les está prohibido transferir.

3. En virtud del presente Convenio no se transferirán datos restringidos.

4. En virtud del presente Convenio no se transferirá tecnología nuclear de carácter sensitivo a menos que así se disponga por medio de una enmienda a este Convenio.

ARTICULO IV

Transferencia de Material, Equipo y Componentes

1. Material, equipo, y componentes podrán ser transferidos para aplicaciones compatibles con este Convenio. Sin embargo, no serán transferidas instalaciones nucleares de carácter sensitivo ni componentes

críticos principales conforme a este Convenio, a menos que así se disponga por medio de una enmienda a este Convenio.

2. Se podrá transferir uranio de bajo grado de enriquecimiento para ser usado como combustible en reactores y en experimentos con reactores, para conversión o fabricación o para otros fines análogos que las partes pudieran acordar.

3. Si las partes así lo acuerdan, se podrá transferir material nuclear especial que no sea uranio de bajo grado de enriquecimiento ni material previsto con arreglo al párrafo 6, para determinadas aplicaciones, cuando esté técnica y económicamente justificado, o cuando esté justificado para el desarrollo y la demostración de ciclos de combustibles del reactor para cumplir objetivos de no proliferación y seguridad energética.

4. La cantidad de material nuclear especial transferido en virtud del presente Convenio no excederá en ningún momento a la que las partes acuerden ser necesaria para cualquiera de los fines siguientes: La carga de reactores o su uso en experimentos con reactores, la eficaz y continua operación de dichos reactores y de la ejecución de dichos experimentos con reactores y la realización de otros objetivos que las partes pudieren acordar. Si se encontrara en existencia en el Perú uranio altamente enriquecido en exceso de la cantidad necesaria para estos fines, los Estados Unidos tendrán el derecho a exigir la devolución de cualquier uranio de alto grado de enriquecimiento transferido de conformidad con el presente convenio (incluyendo el uranio irradiado de alto grado de enriquecimiento) que contribuya a dicho exceso. De ejercerse este derecho, las partes concertarán los arreglos comerciales adecuados que no estarán sujetos a ningún otro acuerdo posterior entre las partes, como de otro modo se prevé según los artículos 5 y 6.

5. Cualquier uranio de alto grado de enriquecimiento transferido conforme a este Convenio no será de un nivel de enriquecimiento en el isótopo 235 superior a los niveles que las partes acuerden ser los necesarios para los fines descritos en el párrafo 4.

6. Se podrán transferir pequeñas cantidades de material nuclear especial para su uso como muestras, patrones, detectores, blancos y otros fines que las partes pudieran acordar. Las transferencias realizadas de conformidad con este párrafo no estarán sujetas a las limitaciones de cantidad estipuladas en el párrafo 4.

7. Los Estados Unidos se esforzarán por adoptar las medidas necesarias y factibles a fin de garantizar un suministro seguro de combustible nuclear al Perú, incluyendo la puntual exportación de material nuclear y la disponibilidad de la capacidad para llevar a cabo esta empresa durante el período de vigencia del presente Convenio.

ARTICULO V

Almacenamiento y Retransferencias

1. Cada parte garantiza que todo plutonio o uranio 233 (salvo los que estén contenidos en los elementos irradiados del combustible) o uranio de alto grado de enriquecimiento transferidos a su jurisdicción y que estén bajo la misma conforme al presente Convenio, o usados en cualquier material o equipo transferidos a su jurisdicción o que estén bajo la misma, o producidos mediante el uso de los mismos de conformidad con el presente Convenio, se almacenarán solamente en una instalación que haya sido convenida con antelación por las partes.

2. Cada una de las partes garantiza que todo material equipo o componentes transferidos a su jurisdicción

y que estén bajo la misma conforme al presente Convenio y todo material nuclear especial producido mediante el uso de dicho material o equipo no serán transferidos a personas no autorizadas o, a menos que las partes así lo acuerden, fuera de su jurisdicción territorial.

ARTICULO VI

Reelaboración y Enriquecimiento

1. Cada parte garantiza que el material transferido a su jurisdicción y que esté bajo la misma conforme al presente Convenio, y el material usado en cualquier material o equipo transferidos a su jurisdicción y que estén bajo la misma conforme a este Convenio o producido mediante el uso de dicho material o equipo, no serán reelaborados, a menos que las partes así lo acuerden. Cada parte garantiza que no modificará en forma ni en contenido, excepto por irradiación o irradiación adicional, salvo que las partes así lo acuerden, ningún plutonio, uranio 233, uranio altamente enriquecido, material básico o material nuclear especial irradiados transferidos a su jurisdicción y que estén bajo la misma conforme al presente Convenio, o usados en cualquier material o equipo transferidos a su jurisdicción y que estén bajo la misma conforme al presente Convenio, o producidos mediante el uso de dichos materiales o equipo.
2. Cada parte garantiza que después de la transferencia no se enriquecerá, a menos que las partes así lo acuerden, ningún uranio transferido a su jurisdicción y que esté bajo la misma conforme al presente Convenio, ni ningún uranio usado en cualquier equipo transferido a su jurisdicción y que esté bajo la misma conforme al presente Convenio.

ARTICULO VII

Seguridad Física

1. Cada parte garantiza que se mantendrá una adecuada seguridad física con respecto a cualquier material y equipo transferidos a su jurisdicción y que estén bajo la misma conforme al presente Convenio y con respecto a cualquier material nuclear especial usado en cualquier material o equipo transferidos a su jurisdicción o que estén bajo la misma conforme al presente Convenio o producido mediante el uso de dicho material, o equipo transferidos a su jurisdicción y que estén bajo la misma, conforme al presente Convenio.
2. Las partes acuerdan aceptar los niveles para la aplicación de medidas de seguridad física estipuladas en el anexo, los cuales podrán modificarse mediante el consentimiento mutuo de las partes.

   Las partes mantendrán adecuadas medidas de seguridad física de conformidad con dichos niveles. Tales medidas proveerán como mínimo, protección comparable a lo que se estipula en el documento INFCIRC/225/REV.1 del Organismo Internacional de Energía Atómica, relativo a la protección física de material nuclear, o en cualquier revisión de dicho documento acordada por las partes.
3. Las partes examinarán la suficiencia de las medidas de seguridad física mantenidas de conformidad con el presente artículo y celebrarán consultas al respecto periódicamente, y siempre que una de las partes considere que se requieran medidas revisadas para mantener una adecuada seguridad física.
4. Cada parte identificará aquellos organismos o autoridades encargados de garantizar que se observen de manera adecuada los niveles de seguridad física, y de coordinar las operaciones de respuesta y recuperación en el caso de uso o manejo no autorizado de material

sujeto a este artículo. Cada parte designará, igualmente, puntos de contacto entre sus autoridades nacionales para cooperar en asuntos relativos al transporte fuera del país, y otras cuestiones de interés mutuo.

5. Las disposiciones del presente artículo se pondrán en práctica en tal forma que impidan el entorpecimiento, la demora o la interferencia indebidas en las actividades nucleares de las partes, y que sean compatibles con las prácticas prudentes de administración requeridas para la realización económica y sin riesgos de los programas nucleares de las partes.

ARTICULO VIII

Exclusión de Aplicaciones Militares
o en Dispositivos Explosivos

Cada parte garantiza que ningún material, equipo o componentes transferidos a su jurisdicción y que estén bajo la misma conforme al presente Convenio y ningún material usado en cualquier material, equipo o componente transferidos así a su jurisdicción y que estén bajo la misma o producidos mediante el uso de dicho material o equipo o componentes, se utilizarán para ningún dispositivo nuclear explosivo, para trabajos de investigación sobre ningún dispositivo nuclear explosivo o desarrollo del mismo, ni para fines militares.

ARTICULO IX

Salvaguardias

1. La cooperación en virtud del presente Convenio requerirá la aplicación de salvaguardias de la OIEA con respecto a todas las actividades nucleares realizadas dentro del territorio del Perú, bajo su jurisdicción o realizadas bajo su control en cualquier lugar. Se

considerará que la aplicación de un Acuerdo de Salvaguardias concertado de conformidad con el Artículo III (4) del Tratado sobre la No Proliferación de Armas Atómicas y el Artículo 13 del Tratado de Tlatelolco, cumple con lo estipulado en la frase precedente.

2. El material transferido al Perú conforme al presente Convenio, y cualquier material básico o material nuclear especial usados en cualquier material, equipo o componentes transferidos de conformidad con el presente Convenio, o producidos mediante el uso de los mismos, serán objeto de salvaguardias conforme al acuerdo entre el Perú y la OIEA para la aplicación de salvaguardias en relación con el Tratado sobre la No Proliferación de Armas Atómicas y el Tratado para la Proscripción de Armas Nucleares en América Latina (Tratado de Tlatelolco) firmado el 2 de marzo de 1978.

3. Si el Perú o los Estados Unidos de América se enterasen de circunstancias que demuestren que por cualquier razón la OIEA no está aplicando o no aplicará salvaguardias de acuerdo con las estipulaciones del parágrafo 2, ambas partes, con el fin de asegurar la continuidad efectiva de las salvaguardias, efectuarán immediatamente arreglos que se conformen a los principios y procedimientos de salvaguardias de la OIEA y a la cobertura requerida en dicho parágrafo, y que proporcionen seguridad equivalente a la que se pretende resguardar mediante el sistema que reemplazan.

4. Cada parte garantiza que tomará las medidas que sean necesarias para mantener y facilitar la aplicación de las salvaguardias dispuestas en este artículo.

5. Cada parte establecerá y mantendrá un sistema para el rendimiento de cuentas y el control de todo el material transferido de conformidad con el presente Convenio y cualquier material usado en material, equipo o componentes así transferidos, o producido mediante el uso de los mismos, cuyos procedimientos

serán comparables a los que se estipulan en el documento INFCIRC/153 (revisado) de la OIEA, o en cualquier revisión de dicho documento acordada por las partes.

6. A petición de cualquiera de las partes, la otra parte informará o permitirá a la OIEA informar a la parte solicitante acerca de la situación de todos los inventarios de cualesquiera materiales sujetos al presente Convenio.

7. Las disposiciones del presente artículo se pondrán en práctica en tal forma que impidan el entorpecimiento, la demora o la interferencia indebida en las actividades nucleares de las partes, y que sean compatibles con las prácticas prudentes de administración requeridas para la realización económica y sin riesgos de los programas nucleares de las partes.

ARTICULO X

Controles de Suministradores Múltiples

Si un acuerdo entre cualquiera de las partes y otra nación o grupo de naciones otorga a dicha nación o grupo de naciones, derechos equivalentes a cualquiera o a todos aquellos estipulados en virtud de los artículos 5, 6 ó 7, con respecto al material, equipo, o componentes sujetos al presente Convenio, las Partes, a petición de cualquiera de ellas, podrán acordar que la puesta en práctica de tales derechos se cumpla por dicha nación o grupo de naciones.

ARTICULO XI

Cese de la Cooperación

1. Si cualquiera de las partes, en cualquier momento después de la entrada en vigor del presente Convenio:

   (a) no cumple con las disposiciones de los artículos 5, 6, 7, 8, ó 9, ó

   (b) da por terminado, revoca o infringe materialmente un acuerdo sobre salvaguardias de la OIEA,

la otra Parte tendrá derecho de cesar la cooperación ulterior en virtud del presente Convenio y exigir la devolución de cualquier material, equipo o componentes transferidos en virtud del presente Convenio, y de cualquier material nuclear especial producido mediante el uso de los mismos.

2. Si el Perú en cualquier momento después de la entrada en vigor del presente Convenio detona un dispositivo nuclear explosivo, los Estados Unidos tendrán los mismos derechos que contempla el parágrafo 1°.

3. Si cualquiera de las partes ejerciere sus derechos de exigir, en virtud del presente artículo, la devolución de cualquier material, equipo o componentes después del traslado del territorio de la otra parte, reembolsará a la otra parte el valor justo de mercado de dichos materiales, equipos o componentes. En caso de que se ejerciere este derecho, las partes concertarán los arreglos adecuados necesarios, que no estarán sujetos a ningún acuerdo posterior entre las partes, como de otro modo se prevé según los artículos 5 y 6.

ARTICULO XII

Consultas y Protección Ambiental

1. Las partes se comprometen a entablar consultas a solicitud de cualquiera de ellas, con respecto a la puesta en práctica del presente Convenio y al desarrollo de la cooperación futura en el campo de los usos pacíficos de la energía nuclear.

2. Las partes entablarán consultas con respecto a actividades sujetas al presente Convenio, a fin de identificar las consecuencias ambientales internacionales derivadas de dichas actividades, y cooperarán para proteger el medio ambiente internacional de la contaminación radioactiva, química o térmica resultante de actividades nucleares pacíficas realizadas en virtud del presente Convenio y en cuestiones afines de salud y seguridad.

ARTICULO XIII

Vigencia y Duración

1. El presente Convenio entrará en vigor en la fecha en que las partes intercambien notas diplomáticas informándose mutuamente que han cumplido con todos los requisitos pertinentes para su entrada en vigor, y permanecerá vigente por un período de veinte (20) años. Este plazo se prorrogará automáticamente por un período adicional de diez (10) años, a menos que cualquiera de las partes notifique a la otra su deseo de dar por terminada la cooperación, con un (1) año de anticipación a la fecha en la que el Convenio se prorrogaría automáticamente. El presente Convenio podrá prorrogarse en lo sucesivo por los períodos adicionales que acuerden las partes, de conformidad con sus requisitos pertinentes.
2. No obstante la suspensión, rescisión o expiración del presente Convenio o de cualquier cooperación en virtud del mismo, por cualquier motivo, los artículos 5, 6, 7, 8, 9 y 11 continuarán en vigor en tanto que cualquier material, equipo, o componentes sujetos a dichos artículos permanezcan en el territorio de la parte interesada o bajo su jurisdicción o control en cualquier lugar, o hasta que las partes acuerden que dicho material, equipo o componentes ya no son utilizables para ninguna actividad nuclear pertinente desde el punto de vista de las salvaguardias.

EN FE DE LO CUAL, los abajo firmantes, debidamente autorizados, han suscrito el presente Convenio.

Hecho en Washington 26, el día de June de 1980, en duplicado, en los idiomas inglés y español, siendo ambos textos igualmente auténticos.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

POR EL GOBIERNO DEL PERU

A N E X O

De conformidad con el párrafo 2 del Artículo 7, los niveles de seguridad física convenidos, que serán garantizados por las autoridades nacionales competentes, en el uso, almacenamiento y transporte de los materiales mencionados en el cuadro adjunto, incluirán como mínimo, características de protección que se especifican a continuación:

CATEGORIA III

Uso y almacenamiento dentro de una zona de acceso controlado. Transporte sujeto a precauciones especiales, incluidos arreglos previos entre expedidor, receptor y transportador, y acuerdo previo entre entidades sujetas a la jurisdicción y regulación de los Estados suministrador y receptor, respectivamente, en caso de transporte internacional, especificando la hora y fecha, el lugar y los procedimientos a seguir para la transferencia de responsabilidades relativas al transporte.

CATEGORIA II

Uso y almacenamiento dentro de una zona protegida de acceso controlado, por ejemplo, una zona sometida a la vigilancia constante por parte de guardias o dispositivos

electrónicos, rodeada de una barrera física con un número limitado de puntos de entrada bajo control adecuado, o cualquier zona con un nivel equivalente de protección física. Transporte sujeto a precauciones especiales, que incluyan arreglos previos entre expedidor, receptor y transportador, y acuerdo previo entre entidades sujetas a la jurisdicción y regulación de los Estados suministrador y receptor, respectivamente, en caso de transporte internacional, especificando la hora y fecha, el lugar y los procedimientos a seguir para la transferencia de responsabilidades relativas al transporte.

CATEGORIA I

Los materiales comprendidos dentro de esta categoría estarán protegidos contra el uso no autorizado mediante sistemas sumamente seguros, según se indica a continuación:

Uso y almacenamiento dentro de una zona sumamente protegida; es decir, una zona protegida como se ha definido en la anterior categoría II, en la que, además, se haya restringido el acceso a personas consideradas como dignas de confianza, y que esté sometida a vigilancia por parte de guardias en estrecha comunicación con adecuadas fuerzas de alerta. Las medidas específicas adoptadas en este

contexto tendrán por fin la detección y prevención de cualquier asalto, acceso no autorizado o retirada no autorizada de material.

Transporte sujeto a precauciones especiales tales como las identificadas anteriormente para el transporte de materiales comprendidos dentro de las categorías II y III, que, además, esté sometido a vigilancia constante por parte de escoltas, y en condiciones que aseguren el mantenimiento de una estrecha comunicación con fuerzas adecuadas de alerta.[1]

[1] For "Table: Categorization of Nuclear Material," see p. 4270.

AGREED MINUTE

During the negotiation of the Agreement for Cooperation Between the United States of America and Peru Concerning Peaceful Uses of Nuclear Energy ("agreement") signed today, the following understandings, which shall be an integral part of the agreement, were reached.

Coverage of the Agreement

Material, equipment and components transferred from the territory of one party to the territory of the other party for peaceful purposes, whether directly or through a third country, will be regarded as having been transferred pursuant to the agreement only upon confirmation, by the appropriate government authority of the recipient party to the appropriate government authority of the supplier party, that such material, equipment or components will be subject to the agreement.

For the purposes of implementing the rights specified in articles 5, 6, and 7 with respect to special nuclear material produced through the use of material transferred pursuant to the agreement and not used in or produced through the use of equipment transferred pursuant to the agreement, such rights shall in practice be applied to that portion of special nuclear material produced which represents

the ratio of transferred material used in the production of the special nuclear material to the total amount of material so used, and similarly for subsequent generations.

Safeguards

If either party becomes aware of circumstances referred to in paragraph 3 of article 9, the United States shall have the rights listed below. These rights shall be suspended if the United States agrees that the need to exercise such rights is being satisfied by the application of IAEA safeguards under arrangements pursuant to paragraph 3 of article 9.

1. To review in a timely fashion the design of any equipment transferred pursuant to the agreement, or of any facility which is to use, fabricate, process, or store any material so transferred or any special nuclear material used in or produced through the use of such material or equipment.

2. To require the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for material transferred pursuant to the agreement and any source material or special nuclear

material used in or produced through the use of any material, equipment or components so transferred.

3. To designate personnel acceptable to Peru who shall have access to all places and data necessary to account for the material in paragraph 2, to inspect any equipment or facility referred to in paragraph 1, and to install any devices and make such independent measurements as may be deemed necessary to account for such material. Peru shall not unreasonably withold its acceptance of personnel designated by the United States under this paragraph. Such personnel shall, if either party so requests, be accompanied by personnel designated by Peru.

With reference to article 9, it is confirmed that design information relevant to safeguards for new equipment required to be safeguarded under the agreement shall be provided to the IAEA upon its request in a timely fashion.

Other Arrangements

With reference to paragraphs 1 and 2 of article 7, while most facilities in the United States provide physical protection comparable to that specified for materials classified as Category II and III in the table attached to the Annex, the regulations of the United States with respect

to physical protection for these materials do not require implementation until July 1980. If any proposed recipient of Category II or III material transferred pursuant to the agreement does not provide physical protection as a minimum comparable to that set forth in INFCIRC/225/Revision 1, the United States shall so inform Peru prior to shipment of such material and seek interim arrangements satisfactory to both parties.

It was also noted that the United States is studying the possibility of interim storage of spent nuclear fuel on a Pacific island. It was agreed that, at the initiative of either party, the United States shall appropriately inform Peru concerning these studies.

PROYECTO DE ACTA CONVENIDA

En el curso de las negociaciones para el Convenio para la Cooperación entre los Estados Unidos de América y el Perú Relativo a los Usos Pacíficos de la Energía Nuclear (el "Convenio"), firmado hoy, se acordaron los entendimientos siguientes que constituirán parte integrante del Convenio.

Alcance del Convenio

Todo el material, el equipo y los componentes transferidos del territorio de una parte al territorio de la otra parte para fines pacíficos, bien sea directamente o a través de un tercer país, se considerarán transferidos con arreglo al Convenio solamente al confirmarse por la autoridad gubernamental competente de la parte recipiente a la autoridad gubernamental competente de la parte suministradora, que el material, el equipo y los componentes antedichos estarán sujetos a las disposiciones del Convenio.

A los efectos de la aplicación de los derechos estipulados en los Artículos 5, 6, y 7 referentes al material nuclear especial producido mediante el uso de material transferido con arreglo al Convenio y no usado en equipo transferido con arreglo al Convenio, ni producido mediante el uso de tal equipo, dichos derechos se aplicarán, en

la práctica, a la parte del material nuclear especial producido que represente la proporción de material transferido utilizado en la producción de material nuclear especial con respecto a la cantidad total de material así utilizado, y se procederá de igual modo con respecto a las generaciones subsiguientes.

Salvaguardias

Si cualquiera de las partes llega a tener conocimiento de la existencia de circunstancias mencionadas en el párrafo 3 del Artículo 9, los Estados Unidos tendrán los derechos que se detallan más adelante. Estos derechos quedarán suspendidos si los Estados Unidos acuerdan que la necesidad de ejercerlos está satisfecha por la aplicación de las salvaguardias de la OIEA estipuladas en arreglos convenidos al amparo del párrafo 3 del Artículo 9.

1. Examinar oportunamente el diseño de cualquier equipo transferido con arreglo al Convenio, o de cualquier instalación destinada a usar, fabricar, elaborar o almacenar cualquier material así transferido, o cualquier material nuclear especial usado en dicho material o equipo, o producido mediante el uso de tales material o equipo;
2. Exigir el mantenimiento y la producción de registros y de informes pertinentes que tendrán por objeto ayudar a garantizar que se lleva cuenta del material transferido con arreglo al Convenio y de cualquier material

nuclear básico o material nuclear especial usados en cualquier material, equipo, o componentes así transferidos, o producidos mediante el uso del material, el equipo o los componentes antedichos.

3. Nombrar el personal aceptable al Perú que tenga acceso a todos los lugares e información necesarios para dar cuenta del material mencionado en el párrafo 2, inspeccionar cualquier equipo o instalaciones a que alude el párrafo 1, e instalar cualquier dispositivo y hacer las mediciones independientes que se estimen necesarias para dar cuenta de dicho material. El Perú no rehusará sin razones justificadas, aceptar el personal nombrado por los Estados Unidos en virtud del presente párrafo. De requerirlo así cualquier parte, dicho personal estará acompañado de personal designado por el Perú.

Con respecto al Artículo 9, se confirma que la información sobre diseño pertinente a salvaguardias para nuevo equipo que haya de ser objeto de ellas con arreglo al Convenio, se suministrará a la OIEA a petición de tal organización y en forma oportuna.

Otros Acuerdos

Con respecto a los párrafos 1 y 2 del Artículo 7, si bien la mayoría de las instalaciones de los Estados Unidos aseguran una protección física comparable a la que se

estipula en el cuadro adjunto al presente anexo para los materiales clasificados como Categorías II y III, las regulaciones de los Estados Unidos con respecto a la protección física de dichos materiales no requieren su puesta en práctica hasta julio de 1980.

Si algún propuesto recipiente de material de las Categorías II o III transferido con arreglo al Convenio no asegura una protección de un mínimo comparable a la que se estipula en INFCIRC/225/Revisión 1, los Estados Unidos se lo harán saber al Perú con anterioridad al envío de dicho material y tratarán de llegar a arreglos provisionales que sean satisfactorios a ambas partes.

También se hizo notar que los Estados Unidos están estudiando la posibilidad de almacenar provisionalmente material nuclear agotado en una isla del Pacífico. Se acordó que, a iniciativa de cualquiera de las Partes, los Estados Unidos informarán debidamente al Perú sobre dichos estudios.

PERU

Agricultural Commodities

Agreement signed at Lima February 5, 1981;
Entered into force February 5, 1981.
With memorandum of understanding.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF PERU
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Peru agree to the sale of Agricultural Commodities specified below. This agreement shall consist of the preamble and Parts I and III of the Agreement signed April 26, 1978,[1] together with the following Part II:

Part II. PARTICULAR PROVISIONS:

Item I - COMMODITY TABLE:

Commodity	Supply Period (U.S. FY.)	Approximate Max. Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Rice	1981	44,000	Dols. 20.0
Total			Dols. 20.0

ITEM II - PAYMENT TERMS: Convertible Local Currency Credit (CLCC)

A. Initial Payment - Five (5) Percent

B. Currency Use Payment - Five (5) Percent for 104(a) purposes.

C. Number of Installment Payments - Twenty One (21)

D. Amount of each Installment Payment - Approximately equal annual amounts.

E. Due Date of First Installment Payment - Three (3) years after the date of last delivery of commodities in each calendar year.

F. Initial Interest Rate - Two (2) percent

G. Continuing Interest Rate - Three (3) percent

ITEM III - USUAL MARKETING TABLE:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Rice	1981	22,000

[1] TIAS 9604; 30 UST 7662.

ITEM IV - EXPORT LIMITATIONS:

A. Export Limitation Period: The export limitation period shall be United States Fiscal Year 1981, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to which Export Limitations Apply: For the purposes of Part I, Article III A(4) of this Agreement, the commodity which may not be exported is: for rice - rice, in the form of paddy, brown or milled.

ITEM V - SELF-HELP MEASURES:

A. The Government of the Importing Country agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Peru agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Research and Implementation:

Support research extension and education activities for tropical/sub-tropical soil use and management to assist jungle farmers to improve productivity levels through the adoption of appropriate soil and water conservation practices.

2. Title II Support:

a. CARE Pueblo Joven Program: Provide materials and equipment for social infrastructure (schools, health posts, potable water systems, etc.) in the pueblos jovenes surrounding Lima.

b. Provide funding for transportation, warehousing, and distribution of PL 480 [1] School Feeding and PVO programs.

3. Cooperación Popular:

Provide funding for a nation-wide self-help public works program to create employment and low-cost physical infrastructure such as, access roads, rural schools, small-scale irrigation systems, etc.

4. Road Maintenance and Construction:

a. Palcazu Project: Support Road Construction Activities to connect the Palcazu Valley to the Carretera Marginal and open a 68 kilometer service track through the Palcazu valley.

b. Support trunk road maintenance/construction in high jungle areas.

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[1] 68 Stat. 454; 7 U.S.C. § 1701 *et seq.*

ITEM VI - ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the Importing Country from the sale of commodities financed under this agreement will be used to help finance activities which directly improve the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

B. To this end, first priority will be given to providing necessary local currency contributions to projects financed by the Agency for International Development in the fields of Food, Nutrition, and Rural Development as identified in a Memorandum of Understanding (hereinafter "the Memorandum of Understanding") dated February 5, 1981, between the exporting country and the importing country for the use of proceeds from sales of agricultural commodities financed under this agreement and as identified in any subsequent amendments to the Memorandum of Understanding. The importing country agrees to make adequate provision for counterpart contributions to projects identified in the Memorandum of Understanding between the signing of this agreement and the actual generation of local currency through the sale of PL 480 Title I commodities.

C. Second priority will be given to general support of the GOP investment budget for development projects of mutual interest to the GOP and the U.S. Special emphasis will be given to the GOP's program of Cooperación Popular and to the construction and maintenance of penetration roads in the Peruvian high jungle.

D. Three months after the signing of this agreement and at three month intervals thereafter the Ministry of Economy, Finance and Commerce shall provide to the U.S. AID Mission in Peru a report on the disbursement of local currencies generated under this agreement.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Lima, in duplicate, the day of 5 February, 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Edwin G. Corr

Ambassador Edwin G. Corr

FOR THE GOVERNMENT OF THE REPUBLIC OF PERU

Dr. Manuel Ulloa Elías
Minister of Economy, Finance and Commerce

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATE OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PERU FOR THE USE OF PROCEEDS FROM SALES OF AGRICULTURAL COMMODITIES UNDER THE PL 480, TITLE I AGREEMENT SIGNED FEBRUARY 5, 1981

A. Introduction

This Memorandum of Understanding (hereinafter "Memorandum of Understanding") between the Government of the United States of America (hereinafter "the United States") and the Government of the Republic of Peru (hereinafter "Peru") sets out the agreement of the United States and Peru on the uses to be made of the proceeds accruing to Peru from the sale of commodities financed under the Agreement dated February 5 1981, between the United States and Peru for the sale of agricultural commodities (hereinafter "the Sales Agreement"), in accordance with the economic development purposes and priorities in Item VI, Part II of the Sales Agreement.

B. Purposes

1. The United States and Peru agree that proceeds accruing to Peru from the sale of commodities financed under the Sales Agreement will be used to finance activities which directly improve the lives of the poorest of Peru's people.

2. The United States and Peru agree that proceeds accruing to Peru from the sale of commodities financed under the Sales Agreement will be used to provide local currency contributions to projects financed by AID and other projects identified by the INP, the Ministry of Economy, Finance and Commerce and which appear in the list attached which forms part of this Memorandum of Understanding.[1] Peru agrees to make adequate provision for counterpart contributions to the projects in the attached list to this Memorandum of Understanding in the period between the signing of this agreement and the actual generation of local currency through the sale of commodities financed under the Sales Agreement.

3. Three months after the signing of this Memorandum of Understanding and at each three month interval thereafter the Peruvian Ministry of Economy, Finance and Commerce shall provide the USAID/Mission to Peru a report on the use of local currencies generated under the Sales Agreement.

4. The USAID Mission/Peru, the National Planning Institute and the Ministry of Economy, Finance and Commerce will consult regularly on the projects identified in the attached list to this Memorandum of Understanding. The USAID Mission Director and the Vice-Minister of Economy, Finance and Commerce upon coordination with the National Planning Institute may modify the list of projects at any time as mutually agreed through the exchange of letters, without formal amendment of this Memorandum of Understanding or the exchange of diplomatic notes.

[1] Since the list was done in the Spanish language only, a translation follows the memorandum of understanding.

C. Special Provision

The Government of the Republic of Peru agrees to increase its budget to cover the difference between the funds heretofore assigned in the Budget Law No. 23233 and the amounts that appear in the list of projects attached to this Memorandum of Understanding.

D. Final Provisions

1. This Memorandum of Understanding may be terminated by the mutual agreement of the United States and Peru.

2. This Memorandum of Understanding shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives duly authorized for the purpose, have signed this Memorandum of Understanding.

DONE at Lima, in duplicate, this 5 day of February, 1981.

FOR THE GOVERNMENT OF THE UNITED STATES

Edwin G. Corr

FOR THE GOVERNMENT OF THE REPUBLIC OF PERU

TRANSLATION

Counterpart Funds Required for Development Projects
Agreement under Public Law 480, Title I
Signed on February 5, 1981

(in thousands of dollars)

Projects	Total requirement per Project	PL 480 Financing
Central Selva Resources Management	10,344	
Sub-Tropical Lands	7,217	
Basic infrastructure program with food support for Pueblos Jovenes [new settlements] in Lima		
- Multisectoral Committee (Housing)	50	
- Redesigning of new settlements (Housing)	900	
- Outpatient care (Health)	1,199	
- Subprogram: Basic infrastructure with food assistance (Education)	560	
- Forestation for protection and production purposes in Lima (Agriculture and Food)	283	
- Food distribution -- ONAA (Community Cooperation)	300	
Extension of integrated primary health	265	
Tropical soil management (Yurimaguas)	471	
Agricultural research, extension, and education	250	
School food program	100	
Housing program (Supply of Materials)	200	
Improved Water and Land Use in the Sierra	50	
Subtotal	$ 22,189	

Project	Total requirement per project	PL 480 Financing
Carryover	$22,189	
Freshwater Fisheries	25	
Soy and corn production on small farms	317	
Land Use Inventory and environmental planning	50	
Soil Conservation	60	
Decentralizing Education Planning	250	
Pre-school education as a catalyst for community development	147	
Sur-Medio Health and Family Planning	120	
Programs by volunteer agencies:		
CARITAS	530	
OFASA	250	
SEPAS reforestation	97	
Small ruminants cooperative program	60	
TOTAL	$ 24,095	$ 20,000

CONVENIO ENTRE EL GOBIERNO DEL PERU Y EL
GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA
PARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República del Perú convienen en la venta de los productos agrícolas especificados más adelante. Este convenio consistirá del preámbulo y de las Partes I y III del Convenio firmado el 26 de Abril de 1978 conjuntamente con la siguiente Parte II:

Parte II. CONDICIONES PARTICULARES:

ITEM I - TABLA DE PRODUCTOS:

Producto	Período de Suministro (Año Fiscal de Estados Unidos)	Cantidad Max. Aproximada (Ton. Met.)	Valor Max. del Mercado de Export. (Millones)
Arroz	1981	44,000	Dols. 20.0
Total			Dols. 20.0

ITEM II - CONDICIONES DE PAGO: Crédito en Moneda Local Convertible (CMLC)

A. Pago Inicial - Cinco (5) Por ciento

B. Fondo de Contrapartida - Cinco (5) por ciento para fines de la Sección 104(a).

C. Número de Cuotas de Pago - Veinte y Uno (21)

D. Monto de cada Amortización - Aproximadamente en sumas anuales iguales.

E. Fecha de Vencimiento de la Primera Cuota de Amortización - Tres (3) años después de la fecha de la última entrega de productos en cada año calendario.

F. Tasa de Interés Inicial - Dos (2) Por ciento

G. Tasa de Interés Vigente - Tres (3) Por ciento

ITEM III - TABLA DE COMERCIALIZACION USUAL:

Producto	Período de Importación (Año Fiscal de EE.UU.)	Requerimientos Normales del Mercado
Arroz	1981	22,000

ITEM IV - LIMITACIONES DE EXPORTACION:

A. Período de Limitación de la Exportación: El período de limitación de la exportación será el año fiscal de Estados 1981 o cualquier año fiscal de Estados Unidos posterior durante el cual los productos financiados bajo este convenio están siendo importados o utilizados.

B. Productos a los cuales se aplican las Restricciones de Exportación: Para los propósitos de la Parte I, Artículo III, A(4) de este convenio, el producto que no puede ser exportado es: arroz - arroz con cáscara, descascarado o pilado.

ITEM V - MEDIDAS DE AUTO-AYUDA:

A. El Gobierno del País Importador conviene en llevar a cabo medidas de auto-ayuda que mejoren la producción, almacenamiento y distribución de los productos agrícolas. Las siguientes medidas de auto-ayuda serán implementadas para contribuir directamente al desarrollo de las áreas rurales menos favorecidas y permitir a los pobres participar activamente en el incremento de la producción agrícola mediante la pequeña agricultura.

B. El Gobierno del Perú conviene en llevar a cabo las siguientes actividades y al hacerlo se compromete a proporcionar los recursos financieros, técnicos y administrativos necesarios para su implementación.

1. Investigación e Implementación:

Apoyar actividades de investigación, extensión y educación para el uso y administración de suelos tropicales, sub-tropicales para ayudar a los agricultores de la ceja de selva a mejorar su nivel de producción a través de la adopción de prácticas apropiadas sobre conservación de agua y suelo.

2. Apoyo a Actividades del Título II:

a. Programa de CARE en los Pueblos Jóvenes: Proporcionar materiales y equipo para infraestructura social (escuelas, postas médicas, sistemas de agua potable, etc.) en los pueblos jóvenes de los alrededores de Lima.

b. Proporcionar financiación para transporte, almacenamiento y distribución de los víveres de la PL 480 en los programas de Alimentación Escolar y de Agencias Voluntarias.

3. Cooperación Popular:

Proporcionar financiación para un programa de obras públicas de auto-ayuda a nivel nacional con el propósito de generar fuentes de trabajo e infraestructura física a bajo costo tal como, carreteras de acceso, escuelas rurales, sistemas de irrigación a pequeña escala, etc.

4. Construcción y Mantenimiento de Carreteras:

a. Proyecto Palcazú: Apoyar actividades de construcción de carreteras para conectar el Valle de Palcazú a la Carretera Marginal y abrir 68 kilómetros de trocha de servicio a través del Valle de Palcazú.

b. Apoyar la construcción y mantenimiento de carreteras troncales en la ceja de selva.

ITEM VI - FINES DE DESARROLLO ECONOMICO PARA LOS CUALES SE DEBEN UTILIZAR LOS INGRESOS ACUMULADOS POR EL PAIS IMPORTADOR:

A. Los ingresos acumulados por el país importador provenientes de la venta de los productos financiados bajo este convenio, serán utilizados para ayudar a financiar actividades que directamente mejoren las condiciones de vida de las gentes menos favorecidas del país receptor y su capacidad de participar en el desarrollo de su país.

B. Con este fin, se otorgará primera prioridad al suministro de las contribuciones necesarias de moneda local a los proyectos financiados por la Agencia para el Desarrollo Internacional en los campos de Alimentación, Nutrición y Desarrollo Rural tal como se identifica en un Memorandum de Entendimiento (de aquí en adelante "el Memorandum de Entendimiento") de fecha Febrero 5 1981 entre el país exportador y el país importador para el uso de los ingresos generados de la venta de los productos agrícolas financiados bajo este convenio y según se identifique en cualquier enmienda posterior al Memorandum de Entendimiento. El país importador conviene en hacer los arreglos necesarios para proporcionar los fondos de contrapartida requeridos para los proyectos identificados en el Memorandum de Entendimiento dentro del período de la firma de este convenio y la actual generación de la moneda local a través de la venta de los productos de la Ley Pública 480, Título I.

C. La segunda prioridad será asignada para apoyo general del presupuesto de inversión del Gobierno del Perú para proyectos de desarrollo de interés mutuo para el Gobierno del Perú y los Estados Unidos. Se dará especial énfasis al programa del Gobierno Peruano de "Cooperación Popular" y a la construcción y mantenimiento de carreteras de penetración en la ceja de selva del Perú.

D. Tres meses después de la firma de este convenio y posteriormente a intérvalos de tres meses, el Ministerio de Economía, Finanzas y Comercio proporcionará a la Misión de AID en el Perú, un informe sobre el desembolso de la moneda local generada bajo este convenio.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados para el efecto, han suscrito el presente convenio. Hecho en la ciudad de Lima, este día 5 de Febrero de Mil Novecientos Ochentiuno.

POR EL GOBIERNO DE LA REPUBLICA DEL PERU

Dr. Manuel Ulloa Elías
Ministro de Economía, Finanzas y Comercio

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

Edwin G. Corr

Embajador Edwin G. Corr

MEMORANDUM DE ENTENDIMIENTO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DEL PERU PARA EL USO DE LOS INGRESOS GENERADOS COMO RESULTADO DE LA VENTA DE LOS PRODUCTOS AGRICOLAS BAJO EL CONVENIO DE LA LEY PUBLICA 480, TITULO I FIRMADO EL 5 DE FEBRERO, 1981

A. Introducción

Este Memorandum de Entendimiento (de aquí en adelante "Memorandum de Entendimiento") entre el Gobierno de los Estados Unidos de América (de aquí en adelante "los Estados Unidos") y el Gobierno de la República del Perú (de aquí en adelante "Perú") establece el acuerdo de los Estados Unidos y el Perú sobre los usos de los ingresos acumulados por el Perú como resultado de la venta de los productos financiados bajo el Convenio de fecha 5 de Febrero de 1981 entre los Estados Unidos y el Perú para la venta de productos agrícolas (de aquí en adelante "el Convenio de Venta"), de acuerdo con los fines de desarrollo económico y prioridades en el Item VI, Parte II del Convenio de Venta.

B. Propósitos

1. Los Estados Unidos y el Perú acuerdan que los ingresos acumulados por el Perú como resultado de los productos financiados bajo el Convenio de Venta serán utilizados para financiar actividades que directamente mejoren las condiciones de vida de la gente menos favorecida del Perú.

2. Los Estados Unidos y el Perú acuerdan que los ingresos acumulados por el Perú de la venta de los productos financiados bajo el Convenio de Venta serán utilizados para cubrir los requerimientos en moneda local de los proyectos financiados por AID y otros proyectos identificados por el INP, el Ministerio de Economía, Finanzas y Comercio que aparecen en la relación adjunta, la cual forma parte de este Memorandum de Entendimiento. El Perú conviene en hacer los arreglos necesarios para proporcionar las contribuciones de contrapartida a los proyectos enumerados en la lista adjunta a este Memorandum de Entendimiento durante el período de la firma del Memorandum de Entendimiento y la actual generación de la moneda local a través de la venta de los productos financiados bajo el Convenio de Venta.

3. Tres meses después de la firma de este Memorandum de Entendimiento y posteriormente a intérvalos de tres meses, el Ministerio de Economía, Finanzas y Comercio proporcionará a la Misión de USAID en el Perú un informe sobre el desembolso de la moneda local generada bajo este Convenio de Venta.

4. La Misión de USAID en el Perú, el Instituto Nacional de Planificación y el Ministerio de Economía, Finanzas y Comercio se reunirán periódicamente para tratar sobre los proyectos que aparecen en la lista adjunta

a este Memorandum de Entendimiento. El Director de la Misión de USAID y el Vice-Ministro del Ministerio de Economía, Finanzas y Comercio previa coordinación con el Instituto Nacional de Planificación, pueden modificar la lista de proyectos enumerados en la relación adjunta en cualquier momento, de acuerdo mutuo a través del intercambio de cartas sin necesidad de una enmienda formal a este Memorandum de Entendimiento o el intercambio de notas diplomáticas.

C. Claúsula Especial

El Gobierno de la República del Perú se compromete a ampliar el presupuesto para cubrir la diferencia entre la asignación de fondos ya establecida en la Ley de Presupuesto No. 23233 y los montos que aparecen en la lista de proyectos adjunta a este Memorandum de Entendimiento.

D. Disposiciones Finales

1. Este Memorandum de Entendimiento puede ser terminado por mutuo acuerdo de los Estados Unidos y el Perú.

2. Este Memorandum de Entendimiento entrará en vigor a su firma.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados para el efecto, han suscrito este Memorandum de Entendimiento.

HECHO en Lima, en duplicado, este día 5 de Febrero de 1981.

POR EL GOBIERNO DE LA REPUBLICA DEL PERU

Dr. Manuel Ulloa Elías
Ministro de Economía, Finanzas y Comercio

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

Embajador Edwin G. Corr

FONDOS DE CONTRAPARTIDA REQUERIDOS PARA LOS
PROYECTOS DE DESARROLLO - CONVENIO DE LA LEY PUBLICA 480, TITULO I
FIRMADO EL 5 DE FEBRERO DE 1981

(Miles de Dólares)

PROYECTOS	Total Requerimiento/Proyectos	Financiación PL 480
Proyecto Integral de Desarrollo de la Selva Central (Pichis-Palcazú)	10,344	
Huallaga Central y Bajo Mayo	7,217	
Programa de Obras de Infraestructura Básica con Apoyo Alimentario en Pueblos Jóvenes de Lima		
- Comisión Multisectorial (Vivienda)	50	
- Remodelación de PP.JJ. (Vivienda)	900	
- Atención Ambulatoria (Salud)	1,199	
- Sub-Programa: Infraestructura Básica con Apoyo Alimentario (Educación)	560	
- Plantaciones Forestales con fines de Protección y Producción en Lima (Agricultura y Alimentación)	283	
- Distribución de Alimentos -- ONAA (Cooperación Popular)	300	
Extensión de la Cobertura de Salud (Atención Primaria)	265	
Administración de Suelos Tropicales (Yurimaguas)	471	
Investigación, Extensión y Educación Agrícola	250	
Programa de Alimentación Escolar	100	
Programa de Vivienda (Banco de Materiales)	200	
Saneamiento Ambiental en la Sierra	50	
Van...	$ 22,189	

PROYECTOS	Total Requerimiento/Proyectos	Financiación PL 480
Vienen...	$ 22,189	
Desarrollo de Pesca Continental en el Departamento de Ancash	25	
Producción de Soya y Maíz en Pequeñas Chacras	317	
Planeamiento ambiental e identificación de RRNN	50	
Manejo de Cuencas (conservación de suelos)	60	
Centrales de Servicios Educativos	250	
Educación Inicial como Incentivo para el desarrollo de la comunidad	147	
Salud Materno Infantil Región Sur Medio	120	
Programa de Agencias Voluntarias:		
- CARITAS	530	
- OFASA	250	
- SEPAS Reforestación	97	
Programa colaborativo de Rumiantes Menores	60	
TOTAL	$ 24,095	$ 20,000

ZIMBABWE

Economic Assistance: Commodity Imports

Agreement signed at Salisbury April 7, 1982;
Entered into force April 7, 1982.

A.I.D. Grant No.: 613-K-603

GRANT AGREEMENT

Between

UNITED STATES OF AMERICA

And The

GOVERNMENT OF ZIMBABWE

For

COMMODITY IMPORTS

DATED: April 7, 1982

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COMMODITY IMPORT GRANT AGREEMENT

DATE: April 7, 1982

Between

The Government of Zimbabwe ("Grantee")

and

The United States of America, acting through the Agency for International Development ("A.I.D.").

ARTICLE 1

The Grant

A.I.D. agrees to grant to the Grantee pursuant to the Foreign Assistance Act of 1961, as amended,[1] an amount not to exceed Fifty Million United States dollars ($50,000,000) (the "Grant") for the foreign exchange costs of commodities and commodity-related services, as such services are defined by A.I.D. Regulation 1, needed to assist the Grantee in achieving reconstruction and economic development objectives and maintaining stability. Commodities and commodity-related services authorized to be financed hereunder are hereinafter referred to as "Eligible Items," as more fully described in Section 3.2.

ARTICLE 2

Conditions Precedent to Disbursement

SECTION 2.1. First Disbursement. Prior to the first disbursement under this Agreement, or to the issuance by A.I.D. of documentation pursuant to which such disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D.

(a) An opinion of the State Attorney of Zimbabwe that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Grantee and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms;

[1] 75 Stat. 424; 22 U.S.C. § 2151.

(b) A statement representing and warranting that the named person or persons have the authority to act as the representative or representatives of the Grantee pursuant to Section 7.2, together with a specimen signature of each person certified as to its authenticity;

(c) Any implementation plan which provides (1) an illustrative list by general category of items to be financed and (2) the procedures to be used for allocating foreign exchange to importers under this Agreement;

(d) A plan detailing the activities to be financed, in order of priority, with local currency generations under Section 5.8.

SECTION 2.2. Disbursement for Public Sector Procurement. Prior to any disbursement under this Agreement for public sector procurement, or to the issuance by A.I.D. of documentation pursuant to which such disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D., a plan describing the commodities to be procured, the anticipated use and the end user of the commodities.

SECTION 2.3. Notification. When A.I.D. has determined that the conditions precedent specified in Sections 2.1 and 2.2 have been met, it will promptly notify the Grantee by implementation letter issued pursuant to Section 7.1 of this Agreement.

SECTION 2.4. Terminal Date for Meeting Conditions Precedent.

(a) If all the conditions specified in Section 2.1 have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may specify in writing, A.I.D., at its option, may terminate this Agreement by written notice to the Grantee.

(b) If all of the conditions specified in Section 2.2 have not been met within 12 months from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Grant, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Grantee.

ARTICLE 3

Procurement, Eligibility, and Utilization of Commodities

SECTION 3.1. A.I.D. Regulation 1. This Grant and the procurement and utilization of commodities and commodity-related services financed under it are subject to the terms and conditions of A.I.D. Regulation 1 as from time to time amended and in effect, except as A.I.D. may otherwise specify in writing. If any provision of A.I.D. Regulation 1 is inconsistent with a provision of this Agreement, the provision of this Agreement shall govern.

SECTION 3.2. Eligible Items.

(a) The commodities eligible for financing under this Grant shall be those specified in the A.I.D. Commodity Eligibility Listing as set forth in the Implementation Letters and Commodity Procurement Instructions issued to Grantee. Commodity-related services as defined in A.I.D. Regulation 1 are eligible for financing under this Grant. Other items shall become eligible for financing only with the written agreement of A.I.D. A.I.D. may decline to finance any specific commodity or commodity-related service when in its judgment such financing would be inconsistent with the purpose of the Grant or of the Foreign Assistance Act of 1961, as amended.

(b) A.I.D. reserves the right in exceptional situations to delete commodity categories or items within commodity categories described by Schedule B codes on the Commodity Eligibility Listing. Such right will be exercised at a point in time no later than commodity prevalidation by A.I.D. (Form 11 approval) or, if no commodity prevalidation is required, no later than the date on which an irrevocable Letter of Credit is confirmed by a U.S. bank in favor of the supplier.

(c) If no prevalidation is required and payment is not by Letter of Credit, A.I.D. will exercise this right no later than the date on which it expends funds made available to the Grantee under this Agreement for the financing of the commodity. In any event, however, the Grantee will be notified

through the A.I.D. Mission in its country of any decision by A.I.D. to exercise this right pursuant to a determination that financing the commodity would adversely affect A.I.D. or foreign policy objectives of the United States or could jeopardize the safety or health of people in the importing country.

SECTION 3.3. Procurement Source. All Eligible Items shall have their source and origin in the United States of America (Code 000 of the A.I.D. Geographic Code Book), except as A.I.D. may specify in Implementation Letters or as it may otherwise agree in writing

SECTION 3.4. Eligibility Date. No commodities or commodity-related services may be financed under the Grant if they were procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement, except as A.I.D. may otherwise agree in writing.

SECTION 3.5. Procurement for Public Sector.

(a) With respect to procurement under this Grant by or for Grantee, its departments and instrumentalities, the provisions of Section 201.22 of A.I.D. Regulation 1 regarding formal competitive bid procedures will apply unless A.I.D. otherwise agrees in writing.

(b) Grantee will undertake to assure that any public sector end-users under this Grant establish adequate logistic management facilities and, with respect to commodities imported by public sector end-users, that sufficient funds are made available to meet the local currency deposit requirements under Section 5.8, and to pay banking charges, customs duties, and other commodity-related charges.

SECTION 3.6. Procurement for Private Sector. Except as A.I.D. may otherwise agree in writing, procurement by private importers will be subject to the negotiated procurement procedures of Section 201.23 of A.I.D. Regulation 1 unless the importer elects procurement through the formal competitive procedures of Section 201.22 of A.I.D. Regulation 1.

SECTION 3.7. Motor Vehicles. Except as A.I.D. may otherwise agree in writing, none of the proceeds of this Grant may be used to finance the purchase, sale, long-term lease, exchange or guaranty of a sale of motor vehicles unless such motor vehicles are manufactured in the United States.

SECTION 3.8. Utilization of Commodities.

(a) Grantee will assure that commodities financed under this Grant will be effectively used for the purposes for which the assistance is made available. To this end, the Grantee will use its best efforts to assure that the following procedures are followed:

(i) accurate arrival and clearance records are maintained by customs authorities; commodity imports are promptly processed through customs at points of entry; such commodities are removed from customs and/or bonded warehouses within ninety (90) calendar days from the date the commodities are unloaded at the point of entry, unless the importer is hindered by force majeure or A.I.D. otherwise agrees in writing; and

(ii) the commodities are consumed or used by the importer not later than one (1) year from the date the commodities are removed from customs, unless a longer period can be justified to the satisfaction of A.I.D. by reason of force majeure or special market conditions or other circumstances.

(b) Grantee will assure that commodities financed under this Grant will not be re-exported in the same or substantially the same form, unless specifically authorized by A.I.D.

SECTION 3.9. Shipping.

(a) Commodities may not be financed under this Grant if transported either: (1) on an ocean vessel or aircraft under flag registry of a country which is not included in A.I.D. Geographic Code 935 as in effect at the time of shipment, or (2) on an ocean vessel which A.I.D., by written notice to the Grantee has designated as ineligible, or (3) under an ocean or air charter which has not received prior A.I.D. approval.

(b) Unless otherwise authorized, A.I.D. will finance only those transportation costs incurred on aircraft or ocean vessels under flag registry of a country included in the Geographic Code authorized in Section 3.3 of the Agreement.

(c) Unless A.I.D. determines that privately owned United States-flag commercial ocean vessels are not available at fair and reasonable rates for such vessels, (1) at least fifty percent (50%) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners and tankers) financed by A.I.D. which may be transported on ocean vessels will be transported on privately owned United States-flag commercial vessels, and (2) at least fifty percent (50%) of the gross freight revenue generated by all shipments financed by A.I.D. and transported on dry cargo liners shall be paid to or for the benefit of privately owned United States-flag commercial vessels. Compliance with the requirements of (1) and (2) of this subsection must be achieved with respect to both cargo transported from U.S. ports and cargo transported from non-U.S. ports, computed separately.

SECTION 3.10. Insurance. Marine insurance on commodities financed by A.I.D. under this Grant may also be financed under this Grant provided that such insurance is placed in a country included in the Geographic Code authorized in Section 3.3. of this Agreement, in accordance with the application provisions of A.I.D. Regulation 1, Subparts B and C.

ARTICLE 4

Disbursement

SECTION 4.1. Letters of Commitment to United States Banks. After satisfaction of the conditions precedent, the Grantee may obtain disbursements of funds under this Grant by submitting Financing Requests to A.I.D. for the issuance of letters of commitment for specified amounts to one or more banking institutions in the United States designated by Grantee and satisfactory to A.I.D. Such letters will commit A.I.D. to reimburse the bank or banks on behalf of the Grantee for payments made by the banks to suppliers or contractors, under letters of credit or otherwise, pursuant to such documentaton requirements as A.I.D. may prescribe. Banking charges incurred in connection with letters of commitment and disbursements shall be for the account of Grantee and may be financed by this Grant.

SECTION 4.2. Other Forms of Disbursement Authorizations Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 4.3. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no Letter of

Commitment or other commitment documents which may be called for by another form of disbursement under Section 4.2 shall be issued in response to a request received by A.I.D. after twelve (12) months, and no disbursement of grant funds shall be made against documentation received by A.I.D. or any bank described in Section 4.1 after eighteen (18) months, from the date of this Agreement.

ARTICLE 5

Covenants

SECTION 5.1. Taxation. This Agreement and the Grant will be free from any taxation or fees imposed under laws in effect in Zimbabwe. To the extent that any commodity procurement transaction financed hereunder is not exempt from identifiable taxes, tariffs, duties, and other levies imposed under laws in effect within Zimbabwe, the same shall not be paid with funds provided or directly generated under this Grant.

SECTION 5.2. Reports and Records. In addition to the requirements in A.I.D. Regulation 1, the Grantee will:

(a) furnish A.I.D. such reports and information relating to the goods and services financed by this Grant and the performance of Grantee's obligations under this Agreement as A.I.D. may reasonably request;

(b) maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, such books and records relating to this Grant as may be prescribed in Implementation Letters. Such books and records may be inspected by A.I.D. or any of its authorized representatives at all times as A.I.D. may reasonably require, and shall be maintained for three years after the date of last disbursement by A.I.D. under this Grant; and

(c) permit A.I.D. or any of its authorized representatives at all reasonable times during the three-year period to inspect the commodities financed under this Grant at any point, including the point of use.

SECTION 5.3. Completeness of Information. The Grantee confirms:

(a) that the facts and circumstances of which it has informed A.I.D., or caused A.I.D. to be informed, in the course of reaching agreement with A.I.D. on the Grant, are accurate and complete, and include all facts and circumstances that might materially affect the Grant and the discharge of responsibilities under this Agreement; and

(b) that it will inform A.I.D. in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Grant or the discharge of responsibilities under this Agreement.

SECTION 5.4. Other Payments. Grantee affirms that no payments have been or will be received by any official of the Grantee in connection with the procurement of goods or services financed under the Grant, except fees, taxes, or similar payments legally established in the country of the Grantee.

SECTION 5.5. Minimum Size of Transactions. No foreign exchange allocation or letter of credit issued pursuant to this Agreement shall be in an amount less than ten-thousand United States dollars ($10,000), except as A.I.D. may otherwise agree in writing.

SECTION 5.6. Private Sector. The Grantee covenants to take all necessary steps to make available to the private sector no less than eighty (80) percent of the proceeds of the Grant.

SECTION 5.7. Additionality. The Grantee covenants to use its best efforts to ensure that an amount of United States dollars at least equal to fifty (50) percent of this Grant will be made available to the private sector in addition to the amount that would have been available absent this Grant.

SECTION 5.8. Generation and Use of Local Currency.

(a) The Grantee will establish a Special Account in the Reserve Bank at Zimbabwe and will deposit therein currency of the Government of Zimbabwe in amounts equal to proceeds accruing to the Grantee or any authorized agency thereof as a result of the sale of the Eligible Items. Funds in the Special Account shall be utilized for mutually agreed purposes as set forth in the plan submitted by Grantee in accordance with Section 2.1(d) of this Agreement and for other mutually agreed upon purposes, provided that such portion of the funds in the Special Account as may be designated by A.I.D. shall be made available to meet the requirements of the United States, which for purposes of this Agreement shall be deemed to be one percent (1%) of total local currency generations.

(b) Except as A.I.D. may otherwise agree in writing, deposits to the Special Account shall be made quarterly, within five (5) working days after receipt of written advice from A.I.D as to the amount due and payable. A.I.D. may elect to specify that such local currency deposits shall be equivalent to U.S. dollar disbursements under this Agreement, aggregated quarterly. Such deposits shall be based upon the exchange rate

which, on the date of A.I.D.'s advice to Grantee as to the amount to be deposited, provides the largest number of Zimbabwe dollars per U.S. dollar that is not unlawful in Zimbabwe.

(c) The Grantee will provide A.I.D. with a detailed accounting of the use of such local currency; the timing and format for such reports will be specified in an Implementation Letter.

(d) Any encumbered balances of funds which remain in the Special Account one year from the terminal date for disbursement under Section 4.3 of this Agreement shall be disbursed for such purposes as may, subject to applicable law, be agreed to between Grantee and A.I.D.

SECTION 5.9. Continuing Consultation. The Grantee and A.I.D. agree to cooperate fully to assure that the purpose of the Grant will be accomplished. To this end, the Grantee and A.I.D. shall from time to time, at the request of either Party, exchange views through their representatives with regard to the Grantee's economic development and its progress in achieving the objectives of its reconstruction and development program, including the level of current expenditures and its foreign exchange position, and the performance by the Grantee of its obligations under this Agreement, the performance of consultants or suppliers under the Grant, and other matters relating to this Agreement.

ARTICLE 6

Termination; Remedies

SECTION 6.1. Termination. This Agreement may be terminated by mutual agreement of the Parties at any time. Either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

SECTION 6.2. Suspension. If at any time:

(a) Grantee shall fail to comply with any provision of this Agreement; or

(b) Any representation or warranty made by or on behalf of Grantee with respect to obtaining this Grant or made or required to be made under this Agreement is incorrect in any material respect; or

(c) An event occurs that A.I.D. determines to be an extra-ordinary situation that makes it improbable either that the purposes of the Grant will be attained or that the Grantee will be able to perform its obligations under this Agreement; or

(d) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or

(e) A default shall have occurred under any other agreement between Grantee or any of its agencies and the Government of the United States or any of its agencies;

Then, in addition to remedies provided in A.I.D. Regulation 1, A.I.D. may:

(1) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through irrevocable commitments to third parties or otherwise, or to the extent that A.I.D. has not made direct reimbursement to the Grantee thereunder, giving prompt notice to Grantee thereafter;

(2) decline to issue additional commitment documents or to make disbursements other than under existing ones; and

(3) at A.I.D.'s expense, direct that title to goods financed under the Grant be vested in A.I.D. if the goods are in a deliverable state and have not been offloaded at points of entry in Zimbabwe.

SECTION 6.3. Cancellation by A.I.D. If, within sixty (60) days from the date of any suspension of disbursements pursuant to Section 6.2, the cause or causes thereof have not been corrected, A.I.D. may cancel any part of the Grant that is not then disbursed or irrevocably committed to third parties.

SECTION 6.4. Refunds.

(a) In addition to any refund otherwise required by A.I.D. pursuant to A.I.D. Regulation 1, if A.I.D. determines that any disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of United States law, or is not made or used in accordance with the terms of this Agreement, A.I.D. may require the Grantee to refund the amount of such disbursement in U.S. dollars to A.I.D. within sixty (60) days after receipt of request therefore. Refunds paid by the Grantee to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of A.I.D.'s obligation under the Agreement and shall be available for reuse under the Agreement if authorized by A.I.D. in writing.

(b) The right to require such a refund of a disbursement will continue notwithstanding any other provision of this Agreement, for three (3) years from the date of the last disbursement under this Agreement.

SECTION 6.5. Nonwaiver of Remedies. No delay in exercising or omitting to exercise, any right, power, or remedy accruing to A.I.D. under this Agreement will be construed as a waiver of such rights, powers, or remedies.

ARTICLE 7

Miscellaneous

SECTION 7.1. Implementation Letters. From time to time, for the information and guidance of both parties, A.I.D. will issue Implementation Letters and Commodity Procurement Instructions describing the procedures applicable to the implementation of the Agreement. Except as permitted by particular provisions of this Agreement, Implementation Letters and Commodity Procurement Instructions will not be used to amend or modify the text of this Agreement.

SECTION 7.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the office of Secretary to the Treasury and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID/Zimbabwe, each of whom, by written notice, may designate additional representatives. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 7.3. Communications. Any notice, request, document or other communications submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following address:

To the Grantee:
Mail Address: Secretary to the Treasury
Ministry of Finance
Private Bag 7705
Causeway
Salisbury, Zimbabwe

Alternate address for cables:
MINFIN
Causeway
Salisbury, Zimbabwe

To A.I.D.:
Mail Address: Director
USAID/Zimbabwe
c/o American Embassy
Box HG 81
Highlands
Salisbury, Zimbabwe

Alternate address for cables:
AmEmbassy
Salisbury, Zimbabwe

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF ZIMBABWE

BY: [signature]

NAME: Bernard T. Chidzero

TITLE: Minister of Finance, Economic Planning and Development

UNITED STATES OF AMERICA

BY: [signature]

NAME: Robert V. Keeley

TITLE: Ambassador

BY: [signature]

NAME: Roy A. Stacy

TITLE: Director, USAID/Zimbabwe

BRAZIL

Narcotic Drugs: Cooperation to Control Illicit Traffic

Agreement effected by exchange of notes
Signed at Brasilia September 29, 1981;
Entered into force September 29, 1981.

The American Chargé d'Affaires ad interim to the Brazilian Minister of External Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

Brasilia, September 29, 1981

Nº 331

Excellency,

With reference to the recent negotiations between authorities of the Government of the United States of America and of the Government of the Federative Republic of Brazil on cooperation on matters related to the control of the illicit traffic of drugs which may produce dependence, I have the honor to propose to Your Excellency, in the name of the Government of the United States of America, an Agreement in the following terms, in English, concordant with the attached text in Portuguese:[1]

His Excellency

Ramiro Saraiva Guerreiro

Minister of External Relations

Brasilia, D. F.

[1] See p. 4359.

The present note and Your Excellency's one, of the same contents and date, shall constitute an Agreement between our Governments, to enter into force today.

Accept, Excellency, the assurances of my highest consideration.

George Borman High [1]

[1] George Borman High.

The Brazilian Minister of External Relations to the American Chargé d'Affaires ad interim

MINISTERIO DAS RELAÇÕES EXTERIORES

Em 29 de setembro de 1981.

DAI/DNU/DCS/ 95 /611.5(B46)(B13)

Senhor Encarregado de Negócios,

Com referência às recentes negociações entre autoridades do Governo da República Federativa do Brasil e do Governo dos Estados Unidos da América, sobre cooperação em matéria de repressão ao tráfico ilícito de drogas que produzem dependência, tenho a honra de propor a Vossa Senhoria, em nome do Governo da República Federativa do Brasil, um Acordo nos seguintes termos, em português, concordantes com o anexo texto em inglês:

A Sua Senhoria o Senhor George B. High
Encarregado de Negócios, a.i.,
dos Estados Unidos da América.

A presente nota e a de Vossa Senhoria, de igual teor e mesma data, constituirão Acordo entre nossos Governos, a entrar em vigor na data de hoje.

Aproveito a oportunidade para renovar a Vossa Senhoria os protestos da minha mui distinta consideração.

R S Guerreiro [1]

[1] R. S. Guerreiro.

TRANSLATION

MINISTRY OF EXTERNAL RELATIONS

September 29, 1981

DAI/DNU/DCS/95/611.5(B46)(B13)

Excellency:

With reference to the recent negotiations between authorities of the Government of the Federative Republic of Brazil and the Government of the United States of America on cooperation on matters related to the control of the illicit traffic of drugs which may produce dependence, I have the honor to propose to Your Excellency, in the name of the Government of the Federative Republic of Brazil, an Agreement in the following terms, in Portuguese, concordant with the attached text in English.

2. The present note and your Excellency's one, of the same contents and date, shall consititute an Agreement between our Governments, to enter into force today.

His Excellency
George B. High,
Charge d'Affaires, a.i.
of the United States of America

Accept, Excellency, the assurance of my highest consideration.

R S Guerreiro

Ramiro Saraiva Guerreiro

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL ON COOPERATION IN THE FIELD OF CONTROL OF ILLICIT TRAFFIC OF DRUGS

The Government of the United States of America

and

The Government of the Federative Republic of Brazil,

WISHING to collaborate in activities of control of the illicit traffic of drugs,

AGREE on the following:

ARTICLE I

1. The Contracting Parties decide to develop mutual cooperation to control the illicit traffic of drugs which produce dependence as well as other narcotic substances, especially cocaine, that may transit Brazilian territory or which may be processed in it.

2. The cooperation envisaged may, among other forms to be agreed upon by the Parties, consist of the supply of equipment and specialized material, as well as the training of personnel belonging to the institutions mentioned in Article II.

ARTICLE II

The Government of the United States of America designates the Bureau of International Narcotics Matters (INM), of the Department of State, through the Embassy of the United States of America in Brasilia, as the entity responsible for the implementation of this Agreement, and the Brazilian Government designates, for the same purpose, the Department of Federal Police (DPF) of the Ministry of Justice.

ARTICLE III

1. For the purposes of the present Agreement, the INM will finance the acquisition of commodities and equipment which will be donated to the DPF and devoted to the control of drug trafficking in the total amount of up to US$ 200,000 (two hundred thousand dollars), as described in the Annex to this Agreement.

2. In the case of commodities and equipment manufactured in Brazil, the DPF will take the necessary steps related to their acquisition under procedures to be adopted by mutual agreement between the INM and the DPF. The INM will be responsible for payment for these commodities and equipment, provided that they meet the specifications required by the DPF and the DPF certifies their receipt.

3. The final contribution date for goods and services procured under this Agreement will be March 31, 1983. The INM will only make contributions, under the provisions of this Agreement, up to six (6) months after this final date or any final date established subsequently, unless the Parties agree otherwise.

4. After the final date stipulated in item 3 above, the Government of the United States will only be required to provide the total or the remaining portion of the funds referred to in item 1 if funds authorized by the United States Congress for such purposes are available.

ARTICLE IV

The eventual import taxes or customs duties to which the equipment to be provided to the DPF may be subject, as result of the execution of this Agreement, will be under the exclusive responsibility of the DPF, which will take the appropriate measures to resolve the issue.

ARTICLE V

1. For the purposes of this Agreement, the DPF will:

a) furnish up to US$21,000 (twenty one thousand dollars) to execute the activities listed in the Annex;

b) provide international travel costs for personnel it may send to attend training courses in the United States;

c) retain the personnel who have received special training in the United States under this Agreement in a narcotic enforcement assignment for a minimum period of two years after completing such training;

d) fund eventual expenses which may be required for the implementation of this Agreement, not previously provided for in it.

2. The DPF will utilize river patrol boats and communication equipment at previously established points of the Brazilian territory where the illicit traffic of drugs may be more intensive.

3. The DPF will also install the new radio equipment, referred to in the Annex, in the States of Amazonas, Mato Grosso and Mato Grosso do Sul, and maintain technical surveillance equipment at its headquarters in Brasilia to be used in any operation of interdiction of illicit traffic of drugs.

ARTICLE VI

The commodities and equipment furnished by one of the entities referred to in Article II to the other, under the provisions of this Agreement, will be devoted exclusively to the execution of the activities provided for under the Agreement. After its termination, these commodities and equipment will be used in activities which will further the objectives sought in the Agreement.

ARTICLE VII

All activities provided for under this Agreement shall be carried out in accordance with the laws and regulations in force in the United States of America and the Federative Republic of Brazil.

ARTICLE VIII

The INM and the DPF will conduct, at least once each year, a joint evaluation of the activities carried out under this Agreement, and both Parties shall provide the appropriate personnel for this purpose.

ARTICLE IX

This Agreement may be modified, reviewed or amended by mutual agreement between the Parties. Eventual modifications or revisions will go into effect by exchange of diplomatic notes.

ARTICLE X

1. This Agreement shall enter into force on the date of its signature, and will be in effect until March 31, 1983, unless the Contracting Parties decide to extend it. It may be denounced at any time by one of the Contracting Parties. The denunciation will take effect 30 (thirty) days after the date of receipt of the respective notification.

2. The termination date or the denunciation of this Agreement will imply the termination of all obligations of the two Parties, except for payment of non-cancellable commitments which may have been entered into with third parties.

ANNEX
TO THE

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL ON COOPERATION IN THE FIELD OF CONTROL OF ILLICIT TRAFFIC OF DRUGS

I - INM CONTRIBUTION:

- 4 Eight meter launches, equipped with 130 h.p. diesel engines and communication equipment, for the areas of Manaus, State of Amazonas; Tabatinga, State of Amazonas; Foz do Iguaçu, State of Paraná; Guajará-Mirim, Territory of Rondônia. Each launch at November 1980 price US $26,454.70	US$ 105,818.80
- Communication equipment for States of Amazonas, Mato Grosso and Mato Grosso do Sul.	US$ 45,840.67
- 1 Nitescope, Javelin model 221 at US $3,400 - accessories for scope at US $1,000	US$ 4,400.00
- 1 Bird Dog (bumper beeper)	US$ 6,000.00
- 2 Questar 1400mm lenses at US $1,250 each	US$ 2,500.00
- 6 Sony micro cassette recorders at US $450 each	US$ 2,700.00
- Amount to be utilized for inflation purposes on above mentioned launches with prices as of November 1980, operational support costs, and other costs.	US$ 32,740.53
T O T A L	US$ 200,000.00

II - DPF CONTRIBUTION

- Personnel

a.	Payment of travel and per diem for carrying out operations	US$ 20,000.00
b.	Travel and per diem of technicians for installation of communications equipment.	US$ 1,000.00
	T O T A L	US$ 21,000.00

ACORDO ENTRE O GOVERNO DA REPÚBLICA FEDERATIVA DO BRASIL E O GOVERNO DOS ESTADOS UNIDOS DA AMERICA PARA COOPERAÇÃO NO CAMPO DA REPRESSÃO AO TRÁFICO ILÍCITO DE DROGAS

O Governo da República Federativa do Brasil

e

O Governo dos Estados Unidos da América,

DESEJOSOS de colaborar em atividades de repressão ao tráfico ilícito de drogas,

ACORDAM o seguinte:

ARTIGO I

1. As Partes Contratantes decidem prestar-se cooperação com vistas à repressão do tráfico ilícito de drogas que produzem dependência e outras substâncias estupefacientes, especialmente cocaína, que possam transitar pelo território brasileiro ou nele ser processadas.

2. A cooperação prevista poderá compreender, entre outras formas a serem acordadas pelas Partes, o fornecimento de equipamentos e materiais especializados, bem como o treinamento de pessoal pertencente aos quadros das instituições mencionadas no Artigo II.

ARTIGO II

O Governo brasileiro designa como entidade responsável pela implementação do presente Acordo o Departamento de Polícia Federal (DPF), do Ministério da Justiça, e o Governo dos Estados Unidos da América designa, com a mesma finalidade, o Bureau Internacional de Assuntos de Narcóticos (INM), do Departamento de Estado, através da Embaixada dos Estados Unidos da América em Brasília.

ARTIGO III

1. Para a consecução dos fins do presente Acordo, o INM financiará a aquisição de bens e equipamentos, que serão doados ao DPF, destinados à repressão do tráfico de drogas, por um valor total de até US$ 200.000,00 (duzentos mil dólares dos Estados Unidos da América), conforme descrição contida no Anexo ao presente Acordo.

2. No caso de bens e equipamentos produzidos no Brasil, o DPF se encarregará das providências relativas à sua aquisição, de conformidade com procedimentos a serem adotados de comum acordo entre o DPF e o INM. O INM se encarregará do pagamento destes bens e equipamentos, desde que os mesmos satisfaçam as especificações exigidas pelo DPF e que este certifique seu recebimento.

3. A data limite de contribuição para bens e serviços adquiridos nos termos deste Acordo será 31 de março de 1983. O INM somente fará contribuições, nos termos do presente Acordo, até seis meses após a data limite indicada ou qualquer data de contribuição final fixada posteriormente, a menos que as Partes acordem de outra maneira.

4. Após a data limite fixada no item 3 acima, o Governo dos Estados Unidos da América somente se obriga a fornecer o total ou o saldo da verba mencionada no item 1 em caso de disponibilidade de verbas obtidas do Congresso dos Estados Unidos da América para tal fim.

ARTIGO IV

Os eventuais impostos e direitos alfandegários a que possam estar sujeitos os equipamentos fornecidos ao DPF em virtude da aplicação do presente Acordo serão da exclusiva responsabilidade do DPF, que tomará as devidas providências sobre a matéria.

ARTIGO V

1. Para os fins do presente Acordo, o DPF se compromete a:

a) financiar, até por um valor total de US$ 21.000,00 (vinte um mil dólares dos Estados Unidos da América), as atividades descritas no Anexo;

b) arcar com as despesas de viagem internacional de funcionários que envie para cursos de treinamento nos Estados Unidos da América;

c) manter o pessoal que tenha recebido treinamento especial nos Estados Unidos da América, dentro dos termos do presente Acordo, em atividades de repressão ao tráfico de entorpecentes por um período mínimo de dois anos, a contar da data de conclusão do treinamento;

d) arcar com as despesas eventuais que decorram da implementação do presente Acordo, e que não estejam previamente especificadas.

2. O DPF se compromete, igualmente, a utilizar barcos de patrulha fluvial e equipamentos de comunicação em pontos pré-estabelecidos do território brasileiro onde o tráfico ilícito de drogas possa ser mais ativo.

3. Da mesma forma, o DPF instalará os novos equipamentos de rádio, referidos no Anexo, nos Estados do Amazonas, Mato Grosso e Mato Grosso do Sul, mantendo equipamento técnico de vigilância em sua sede, em Brasília, para ser usado em qualquer operação de interdição do tráfico ilícito de drogas.

ARTIGO VI

Os bens e equipamentos fornecidos por uma das entidades referidas no Artigo II à outra, no termos do presente Acordo, serão destinados exclusivamente à execução das atividades previstas. Após o término do presente Acordo, os referidos bens e equipamentos serão utilizados em atividades que complementem os fins visados no Acordo.

ARTIGO VII

Todas as atividades decorrentes do presente Acordo serão desenvolvidas de conformidade com as leis e regulamentos em vigor na República Federativa do Brasil e nos Estados Unidos da América.

ARTIGO VIII

O DPF e o INM realizarão, pelo menos uma vez por ano, uma avaliação conjunta das atividades decorrentes da aplicação do presente Acordo, para o que fornecerão o pessoal qualificado necessário.

ARTIGO IX

O presente Acordo poderá ser modificado, revisto ou ampliado, por comum acordo das Partes. As eventuais modificações ou revisões entrarão em vigor por troca de notas diplomáticas.

ARTIGO X

1. O presente Acordo entrará em vigor na data de sua assinatura e terá vigência até o dia 31 de março de 1983, a menos que as Partes Contratantes decidam prorrogá-lo. Poderá ser denunciado, a qualquer tempo, por uma das Partes Contratantes. A denúncia surtirá efeito trinta dias depois da data de recebimento da notificação respectiva.

2. O término ou a denúncia do presente Acordo implicará no cancelamento de todas as obrigações de ambas as Partes, exceto quanto ao pagamento de compromissos não canceláveis que tenham sido assumidos com terceiros.

ANEXO

AO ACORDO ENTRE O GOVERNO DA REPÚBLICA FEDERATIVA DO BRASIL E O GOVERNO DOS ESTADOS UNIDOS DA AMÉRICA SOBRE COOPERAÇÃO NO CAMPO DO CONTROLE DO TRÁFICO ILÍCITO DE DROGAS

I - CONTRIBUIÇÃO DO INM

- 4 lanchas de oito metros, equipadas com motor diesel de 130 cavalos e equipamento de telecomunicação, para as áreas de Manaus, Estado do Amazonas; Tabatinga, Estado do Amazonas; Foz do Iguaçu, Estado do Paraná; Guajará-Mirim, Território de Rondônia. Cada lancha, a preço de novembro de 1980 US$ 26.454,70	US$ 105.818,80
- Equipamento de comunicação para os Estados do Amazonas, Mato Grosso e Mato Grosso do Sul	US$ 45.840,67
- 1 luneta, dotada de amplificador de luz para funcionamento à noite ("Nitescope, Javelin model 221"), a US$ 3.400 - acessórios ("accessories for scope"), a US$ 1.000	US$ 4.400,00
- 1 emissor de sinais, através de impulsos elétricos ("Bird Dog - bumper beeper")	US$ 6.000,00
- 6 gravadores micro-cassetes, a US$ 450 cada	US$ 2.700,00
- 2 tele-objetivas Questar 1400 mm, a US$ 1250 cada	US$ 2.500,00
- Montante a ser utilizado para fins de inflação no preço das lanchas acima mencionadas, com os preços de novembro de 1980, outros custos e custos operacionais	US$ 32.740,53
TOTAL	US$ 200.000,00

II - CONTRIBUIÇÃO DO DPF

- Pessoal

a. Pagamento de viagem e diária para executar operações	US$	20.000,00
b. Viagem e diária de técnicos para instalação de equipamento de comunicação	US$	1.000,00
T O T A L	US$	21.000,00

NEW ZEALAND

Employment

Agreement effected by exchange of notes
Dated at Wellington November 16 and 23, 1981;
Entered into force November 23, 1981.

The American Embassy to the New Zealand Ministry of Foreign Affairs

No: 163

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of New Zealand and has the honor to propose that dependents of employees of the Government of the United States of America assigned to official duty in New Zealand and dependents of employees of the Government of New Zealand assigned to official duty in the United States of America be authorized to accept employment in the receiving state without restriction as to type of employment.

For the purposes of this arrangement, "dependent" will include:

(i) Spouses
(ii) Unmarried dependent children under 21 years of age
(iii) Unmarried dependent children under 25 years of age who are in full-time attendance as students at a post-secondary educational institution, and
(iv) Unmarried children who are physically or mentally disabled.

In the case of dependents of employees of the Government of New Zealand assigned to official duty in the United States of America who hold an offer of employment in the United States, an official request will be made by the Embassy of New Zealand in Washington to the Office of the Chief of Protocol in the Department of State. Upon verification that the person is a dependent of an official employee, the Embassy will be informed by the Office of the Chief of Protocol that the dependent has permission to accept employment. In the case of dependents of employees of the Government of the United States of America assigned to official duty in New Zealand who hold an offer of employment in New Zealand, an official request will be made by the

Embassy of the United States of America in Wellington to the Protocol Division of the Ministry of Foreign Affairs. Upon verification that the person is a dependent of an official employee the Embassy will be informed by the Ministry that the dependent has permission to accept employment.

The sending state of official employees whose dependents obtain employment under this arrangement and have immunity from the jurisdiction of the receiving state in accordance with Article 37 of the Vienna Convention on Diplomatic Relations,[1] or any other applicable international agreement, will waive immunity from civil and administrative jurisdiction by the receiving state with respect to all matters arising out of such employment. Such dependents who accept employment under this arrangement will be liable for payment of income tax and social security contributions imposed on any remuneration received from employment in the receiving state. Authorization to accept or continue employment in the receiving state under this arrangement will terminate upon the departure of the employee from the receiving state or termination of the employee's official assignment, whichever is earlier.

The Embassy of the United States of America proposes that, if the terms set forth in this Note are acceptable to the Government of New Zealand, this Note and the Ministry's reply thereto will constitute an arrangement between the two Governments which will come into effect on the date of the Ministry's Note and remain in effect until terminated by either Government on ninety days' written notice to the other.

The Embassy of the United States of America avails itself of this opportunity of renewing to the Ministry the assurances of its highest consideration.

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA
Wellington, November 16, 1981

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[1] Done Apr. 18, 1961. TIAS 7502; 23 UST 3244.

The New Zealand Ministry of Foreign Affairs to the American Embassy

57/3/36

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 163 of 16 November 1981 proposing that dependants of employees of either Government assigned to official duty in the other country be authorised to take up employment.

The Ministry is pleased to inform the Embassy that the Government of New Zealand accepts the proposal on the terms set out in the Embassy's Note and confirms that the Embassy's Note and this Note in reply constitute an arrangement between the two Governments which comes into effect on the date of this Note and will remain in effect until terminated by either Government on ninety days' written notice to the other.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Ministry of Foreign Affairs,
Wellington.
23 November 1981

MEXICO

Criminal Investigations

Agreements effected by exchange of letters
Signed at Washington and Mexico August 25 and November 9, 1981;
Entered into force November 9, 1981.
And exchange of letters
Signed at Mexico and Washington November 10 and 25, 1981;
Entered into force November 25, 1981.

The Assistant Attorney General, Criminal Division, to the Mexican Attorney General

United States Department of Justice
ASSISTANT ATTORNEY GENERAL
CRIMINAL DIVISION
WASHINGTON, D.C. 20530

AUG 25 1981

Lic. Oscar Flores
Procurador General of the
Republic of Mexico
Mexico, D.F.

Dear Mr. Procurador General:

I have the honor to refer to the Procedures for Mutual Assistance in the Administration of Justice in connection with the General Tire and Rubber Company and the Firestone Tire and Rubber Company Matters signed in Washington on June 23, 1976.[1] The United States Department of Justice requests that the operation of the aforementioned agreement be extended by an exchange of letters between the parties to include alleged illicit acts pertaining to the sales activities in Mexico of several companies which are the subject of investigation in United States Department of Justice investigation Number MA101.

The United States Department of Justice undertakes to exchange information relating to the above-identified investigation under the same terms and conditions as those contained in the aforementioned agreement.

Please accept assurances of my highest consideration.

Very truly yours,

D. Lowell Jensen
Assistant Attorney General
Criminal Division

[1] TIAS 8533, 8930, 9005, 9322; 28 UST 2083; 29 UST 2153, 3200; 30 UST 2177.

The Mexican Attorney General to the Assistant Attorney General, Criminal Division

FORMA C G - 1 A

PROCURADURIA GENERAL DE LA REPUBLICA

SECRETARIA PARTICULAR.

Oficio No. 1/385.

México, D.F., a 9 de noviembre de 1981.

SR. LOWELL JENSEN,
Procurador General Asistente,
División Criminal,
Washington, D.C.

Me es grato referirme a su atenta carta de 25 de agosto de 1981, que en la parte medular dice lo siguiente:

Me refiero al Acuerdo sobre el Procedimiento para la Asistencia Mutua en la Administración de Justicia, en relación con asuntos sobre la General Tire and Rubber Co. y la Firestone Tire and Rubber Co., firmado en Washington el 23 de junio de 1976.

El Ministerio de Justicia de los Estados Unidos solicita que la vigencia del mencionado acuerdo se prorrogue mediante el intercambio de notas entre las partes, de manera que en el mismo se incluyan presuntos actos ilícitos relativos a las ventas por parte de algunas empresas en el territorio de México que son motivo de investigación, comprendidas en el caso MA-101 del Ministerio de Justicia de los Estados Unidos.

El Ministerio de Justicia de los Estados Unidos intercambiará información relativa a la arriba identificada investigación con arreglo a los mismos términos y condiciones que los contenidos en el mencionado Acuerdo.

#...

T.O.N.

Esta respuesta en relación con la propuesta prórroga del Acuerdo de 23 de junio de 1976, destinado a incluír las actividades de algunas empresas que son motivo de investigaciones en el caso MA101 del Ministerio de Justicia de los Estados Unidos, según se solicita en su arriba mencionada carta de 25 de agosto de 1981, constituye un acuerdo entre el Procurador General de la República de México y el Ministerio de Justicia de los Estados Unidos que entrará en vigor en esta fecha.

Reitero a usted las seguridades de mi más alta consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA
REPUBLICA.

LIC. OSCAR FLORES

TRANSLATION

United Mexican States
Office of the Attorney General of the Republic

No. 1/385 Mexico, D.F., November 9, 1981

Mr. Lowell Jensen
Assistant Attorney General
Criminal Division
Washington, D.C.

Sir:

I take pleasure in referring to your letter of August 25, 1981, which states the following:

[For the English language text, see p. 4364.]

This reply concerning the proposed extension of the Agreement of June 23, 1976, to include the activities of certain companies under investigation in case No. MA101 by the United States Department of Justice, as requested in your above-mentioned letter of August 25, 1981, constitutes an agreement between the Attorney General of the Republic of Mexico and the United States Department of Justice effective this date.

I renew to you the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

The Mexican Attorney General to the Assistant Attorney General, Criminal Division

FORMA CG-1A

PROCURADURIA GENERAL DE LA REPUBLICA

SECRETARIA PARTICULAR.

Oficio No. 394

México, D.F., a 10 de noviembre de 1981.

SR. D. LOWELL JENSEN,
Procurador General Asistente,
División Criminal,
Washington, D.C.

Me refiero al Acuerdo sobre el Procedimiento para la Asistencia Mutua en la Administración de Justicia, en relación -- con asuntos sobre la General Tire and Rubber Co. y la Firestone Tire and Rubber Co., firmado en Washington el 23 de junio de 1976.

La Procuraduría General de la República solicita - que la vigencia del mencionado Acuerdo se prorrogue mediante el intercambio de notas entre las partes, de manera que en el mismo se incluyan presuntos actos ilícitos relativos a operaciones de venta en México de una compañía que se encuentra sujeta a investigación en el Departamento de Justicia de los Estados Unidos en el caso MA105.

La Procuraduría General de la República intercambiará información relativa a esta averiguación previa de conformidad a los mismos términos y condiciones que los establecidos en el mencionado Acuerdo.

Reitero a usted las seguridades de mi más alta estima.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES

T.O.N.

The Assistant Attorney General, Criminal Division, to the Mexican Attorney General

NOVEMBER 25, 1981

Lic. OSCAR FLORES
Procurador General of the
Republic of Mexico
Embassy of Mexico
Washington, D.C.

DEAR MR. FLORES:

I have the honor to refer to your letter of November 10, 1981, which states in pertinent part:

> "I make reference to the Agreement on Procedures for the Mutual Assistance in the Administration of Justice relating to matters concerning the General Tire and Rubber Co. and the Firestone Tire and Rubber Co., signed in Washington on June 23, 1976.
>
> "The office of the Procurador General of the Republic requests that the operation of the above-mentioned Agreement be extended through exchange of notes by both parties, in order that it can include alleged illicit acts relating to sales operations in Mexico of a company which is under investigation by the Department of Justice in the United States under case MA105.
>
> "The office of the Procurador General of the Republic will exchange information relative to the above-mentioned in conformity to the same terms and conditions which are established in the before mentioned Agreement."

This letter of reply concerning the proposed extension of the Agreement of June 23, 1976, so as to include the activities of a company which is the subject of investigation in the United States Department of Justice investigation, Number MA 105, as requested in your above-mentioned letter of November 10, 1981, constitutes an agreement between the Procurador General of the Republic of Mexico and the United States Department of Justice effective this date.

Please accept the renewed assurance of my highest consideration.

Very truly yours,

D LOWELL JENSEN

D. Lowell Jensen
Assistant Attorney General
Criminal Division

PERU

Agriculture: Plant Diseases and Pest Damage

Memorandum of understanding signed at Lima November 30, 1981; Entered into force November 30, 1981.

MEMORANDUM OF UNDERSTANDING
Between
MINISTERIO DE AGRICULTURA
REPUBLIC of PERU
And
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

Relative to:

Cooperative efforts to protect crops from plant pest damage and plant diseases in the Republic of Peru and the United States of America through the execution of cooperative programs

The purpose of this Memorandum of Understanding is to plan and execute measures directed toward directing, preventing, controlling, and/or eradicating plant pests and diseases of economic importance which affect or threaten crops and harvests in Peru and the United States of America as well as to prevent their dissemination by all possible means.

The United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, hereinafter called the Service, and the Ministerio de Agricultura, Republic of Peru, hereinafter called the Ministerio, shall apply and accomplish this agreement in accordance with the laws of each country and for the general benefit of the people of Peru and the United States of America.

A. The Ministerio Agrees:

1. To act in detecting, preventing, controlling, and/or eradicating plant pests and diseases in Peru in accordance with the powers which all the legal regulations in effect grant. It shall meet with representatives of the Service in the development of cooperative programs of mutual interest discussed and approved by the authorized representatives of both countries.

2. To authorize the personnel of the Service to collaborate in the planning and execution of quarantines for the development of the approved cooperative programs.

3. To develop the necessary technical activities to assure the success of detecting, preventing, controlling, and/or eradicating plant pests and diseases included in the cooperative programs, utilizing available funds.

4. To facilitate the entry into, exit from, and travel within the Republic of Peru by United States personnel participating in the cooperative program and facilitate the disposition of Service property utilized on the program within the Republic.

5. That officers and employees of the United States Department of Agriculture participating in the cooperative program will be accredited as diplomatic agents will enjoy the privileges and immunities accorded to diplomatic personnel of the Embassy of the United States of American in Peru with respect to immunity from the Civil and Administrative jurisdiction of the Republic of Peru with respect to acts performed in the exercise of their functions of this agreement. The number of officials and employees participating in this program will be established in the operating plans of the project.

6. To permit the duty free entry of and the disposal of those vehicles that may be necessary for use in the cooperative program, materials and equipment required to fulfill the obligation of the Service under this Agreement and the personal effects, household goods, and vehicles of the United States personnel participating in the cooperative program and of their immediate families, in accordance with the same practices and regulations as are applied by the Government of Peru to First Secretaries of the United States Embassy in Peru.

7. To permit the joint payment of salaries and/or other compensation to its personnel by the Service only in exceptional cases as mutually agreed upon.

B. The Service Agrees:

1. To cooperate in detecting, preventing, controlling, and/or eradicating plant pests and diseases in accordance with work plans mutually agreed upon based on the authority included in the statute establishing the United States Department of Agriculture and 7 U.S.C. 147 a, as amended by Public Law 94-231, approved March 15, 1976 and relevant regulations, and annual appropriation statutes providing funds for the activities of the Service.

2. To provide collaboration in the quarantine work in Peru in accordance with the work plan mutually agreed upon.

3. To provide employees as mutually agreed upon to cooperate with the Ministerio in detecting, preventing, controlling and/or eradicating plant pests and diseases in the cooperative programs or in case of emergency when a harmful biological agent threaten the crops of both countries, in accordance with authority granted by the United States Congress and the United States Department of Agriculture.

4. To initiate and/or continue, in mutual agreement with the Ministerio, studies regarding new and improved techniques and procedures which might be used for detecting, preventing, controlling and/or eradicating plant pests diseases.

5. To request from the Ministerio the necessary permits for the use or assignment in Peru of private company contractors, personnel, equipment, materials, substances, etc., that may be necessary for the execution of the cooperative programs. The Ministerio will be able to reject said permits if they are contrary to the commitments made in the Cartagena Agreement.

6. To make joint payment of salaries or other compensations to the personnel of the Ministerio only in exeptional cases as mutually agreed upon.

C. It is Mutually Understood and Agreed that:

1. The joint planning of the cooperative program developed on the basis of this agreement, and the approved work plans and procedures will be subject to revision, as work progresses and experience justifies modification.

2. Each of the cooperating parties will prepare periodic reports on the accomplishments of the cooperative programs, as requested, but not less than annually, and each will send copies of such reports to the other party. These reports should be fundamentally evaluative, detailing the achievements reached and proposing the measures necessary to resolve or to improve the cooperative programs.

3. Either party shall be free to use any results obtained in the cooperative programs with the prior approval of the other party. Publications will require prior approval and may be jointly or separately published; in either case, credit will be given to the cooperation and the persons who performed the work.

4. The results and experience derived from the cooperative program may be used by either party in making recommendations to the proper authorities of their respective government in revising or modifying existing laws and regulations or for promulgating new laws and regulations to detect, prevent, control and/or eradicate plant pests and diseases.

5. The responsibilities assumed by each of the cooperative parties are contingent upon funds being available from which the expenditures legally may be met.

6. This Memorandum of Understanding is to define in general terms the basis of which the parties concerned will cooperate, and does not constitute a financial obligation to serve as a basis for expenditures. Each party will handle and expend its own funds. Any and all expenditures from Federal funds by the United States Department of Agriculture made in conformity with the points outlined in this Memorandum of Understanding must be in accord with Department Rules and Regulations in each instance based upon appropriate financial documentation. Expenditures made by the Ministerio will be in accordance with its rules and regulations.

   Funds of the Ministerio shall not be expanded by a Service employee, even though the cooperating party has no representatives stationed in the locality. In such instances the Service employee may handle the accounts but shall forward the vouchers to the disbursing agent of the Ministerio for payments. The Ministerio should not send checks payable to Service employees nor send them checks payable to "cash" or "bearer" for payment of local expenses.

7. The personnel of the Service shall remain under the administrative direction of the Service and will work cooperatively with the personnel of the Ministerio in the development of the cooperative programs. Personnel of the Ministerio shall remain under the administrative direction of the Ministerio.

8. Peruvian citizens employed by the Service will be paid by the Service and will be subject to its rules, regulations and policies.

a. Peruvian citizen employees will be appointed under the authority of the U.S. Office of Personnel Management, Rule VII, Section 8.3 and shall be paid in accordance with the Peruvian Pay Plan approved by the Service and established under a Memorandum of Agreement, among the Department of State, Defense, and Agriculture, USICA and AID, concerning joint compensation plans for local employees overseas. Said employees are subject to the United States Department of State Regulations applicable to the employment of Peruvian Nationals.

b. The number of hours per day and days per week to be worked by such employees and any annual or sick leave with pay granted shall be based on regulations of the Service and approved Pay Play. The Ministerio shall be kept informed.

c. The selection of personnel to be hired by the Service within the Republic of Peru to work on detection, prevention, control and/or eradication programs of plant pests and diseases will be by mutual agreement with the Ministerio.

9. No member of or delegate to the United States Congress or resident commissioner, and no office, agent or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

10. An annual meeting will be held in which progress reports will be presented on the detecting, preventing, controlling, and/or eradicating of plant pests and diseases included in the cooperative programs.

11. This Memorandum of Understanding shall become effective upon date of final signature and shall continue indefinitely but may be modified by mutual agreement between the parties in writing and may be discontinued at the request of either party. Requests for termination or any major changes shall be submitted to the other party for consideration not less than ninety days in advance of the effective date requested for modification or termination.

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Harry C. Mussman — 11-30-81
ADMINISTRATOR — Date
Harry C. Mussman

MINISTERIO DE AGRICULTURA
REPUBLIC OF PERU

11-30-81
MINISTER — Date
Nik Ericsson Correa

MEMORANDUM DE ENTENDIMIENTO
Entre
MINISTERIO DE AGRICULTURA
REPUBLICA DEL PERU
Y
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

En relación con:

Los esfuerzos cooperativos para la protección de los cultivos contra las plagas y enfermedades de las plantas, que se efectúan en la República del Perú y los Estados Unidos de América a través de la ejecución de los programas cooperativos.

El objetivo de este Memorandum de Entendimiento es planear y ejecutar acciones dirigidas a la detección, prevención, control y/o erradicación de las plagas y enfermedades de las plantas de importancia económica que afectan o amenazan los cultivos y cosechas del Perú y los Estados Unidos de América, así como a la prevención de su diseminación utilizando todos los medios posibles.

El United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, de aquí en adelante denominado como el Servicio y el Ministerio de Agricultura, República del Perú, de aquí en adelante denominado como el Ministerio, aplicarán y cumplirán este acuerdo según las leyes de cada país y para el beneficio general de los pueblos del Perú y de los Estados Unidos de América.

A. El Ministerio acuerda:

1. Actuar para la detección, prevención, control y/o erradicación de plagas y enfermedades de las plantas en el Perú de acuerdo con los poderes que todos los dispositivos legales en vigor le conceden. Se reunirá con los representantes del Servicio para desarrollar los programas cooperativos de interés mutuo que hayan sido discutidos y aprobados por los representantes autorizados de cada país.

2. Autorizar al personal del Servicio para que colabore en la planificación y ejecución de las cuarentenas para el desarrollo de los programas cooperativos aprobados, cuando se juzgue necesario.

3. Desarrollar las actividades técnicas necesarias que aseguren el éxito de la detección, prevención, control y/o erradicación de plagas y enfermedades de las plantas incluídas en los programas cooperativos, utilizando los fondos disponibles.

4. Facilitar la entrada y salida de, y los viajes dentro de la República del Perú para el personal de los Estados Unidos que participe en los programas cooperativos y facilitar la disposición de propiedades del Servicio que se utilicen en el programa dentro de la República.

5. Que los empleados y autoridades del Departamento de Agricultura de los Estados Unidos que participen en los programas cooperativos, acreditados como agentes diplomáticos, disfruten de los privilegios e inmunidades concedidos al personal diplomático de la Embajada de los Estados Unidos de América en el Perú, - con respecto a la inmunidad de la jurisdicción Administrativa y Civil que la República del Perú tenga con respecto a actos llevados a cabo en el ejercicio de las funciones descritas en este acuerdo. El número de empleados y autori-- dades participantes en este programa se establecerá dentro de los planes operativos del proyecto.

6. Que permita la entrada libre de impuesto y la disposición de aquellos vehículos que sean necesarios para el uso en el programa cooperativo, además de los materiales y equipos que se requieran para cumplir con la obligación correspondiente al Servicio bajo el presente acuerdo, así como los efectos personales, menaje de casa y vehículos del personal de los Estados Unidos que participe en el programa cooperativo y de sus familiares inmediatos, de acuerdo con las mismas prácticas y reglamentos que aplique el Gobierno del Perú a los Primeros Secretarios de la Embajada de los Estados Unidos en Perú.

7. Permitir el pago conjunto de salarios y/o demás compensaciones a su personal - por parte del Servicio únicamente en casos excepcionales y según acuerdo mutuo.

B. El Servicio acuerda:

1. Cooperar para la detección, prevención, control y/o erradicación de plagas y enfermedades de las plantas según los planes de trabajo elaborados por mutuo acuerdo y basados en la autorización incluída en el estatuto que establece el Departamento de Agricultura de los Estados Unidos y la fracción 7 del Código de los Estados Unidos, 147 a, (7 U. S. C. 147a) modificado por Ley Pública 94-231, aprobada el 15 de marzo de 1976, así como los reglamentos de importancia y los estatutos del presupuesto anual que proveen los fondos para las actividades del Servicio.

2. Proporcionar colaboración en el trabajo cuarentenario en el Perú según el plan de trabajo mutuamente acordado.

3. Proporcionar empleados según acuerdo mutuo para cooperar con el Ministerio para la detección, prevención, control y/o erradicación de plagas y enfermedades de las plantas en los programas cooperativos o en caso de emergencia, cuando - un agente biológico perjudicial amenace los cultivos de ambos países, según la autoridad concedida por el Congreso de los Estados Unidos y el Departamento de Agricultura de los Estados Unidos.

4. Iniciar y/o continuar, por mutuo acuerdo con el Ministerio, estudios relacionados con técnicas nuevas o mejoradas y procedimientos que pudieran utilizarse - para la detección, prevención, control y/o erradicación de plagas y enfermedades de las plantas.

5. Solicitar al Ministerio los permisos necesarios para el uso o asignación en el Perú de compañías contratistas privadas, personal, equipo, materiales, sustancias, etc., que pudieran requerirse para la ejecución de los programas coopera

tivos. El Ministerio tendrá capacidad para rechazar dichos permisos si resultan contrarios a los compromisos del Acuerdo de Cartagena.

6. Pagar salarios conjuntos u otras compensaciones al personal del Ministerio únicamente en casos excepcionales y por acuerdo mutuo.

C. Se entiende y acuerda mutuamente que:

1. La planificación conjunta del programa cooperativo desarrollado con base en este acuerdo, y los planes de trabajo y procedimientos aprobados estarán sujetos a revisión a medida que el trabajo progrese y la experiencia justifique dicha modificación.

2. Cada una de las partes cooperantes preparará informes periódicos relativos a los logros de los programas cooperativos, según se solicite, pero no menos de una vez por año, y cada una de las partes enviará copias de tales informes a la otra parte. Estos reportes deben ser básicamente evaluativos, detallando los logros alcanzados y proponiendo las acciones necesarias para resolver o mejorar los programas cooperativos.

3. Cada parte tendrá libertad de utilizar cualquiera de los resultados obtenidos en los programas cooperativos con previa aprobación de la otra parte. Las publicaciones requerirán aprobación previa y podrán ser emitidas por separado o conjuntamente; en cualquier caso, el crédito se dará a la cooperación y a las personas que efectuaron el trabajo.

4. Los resultados y la experiencia derivados de los programas cooperativos pueden ser utilizados por cualquiera de las partes para hacer recomendaciones a las autoridades adecuadas de su respectivo gobierno para la revisión, o modificación de las leyes y reglamentos existentes o para la promulgación de nuevas leyes y reglamentos para la detección, prevención, control y/o erradicación de plagas y enfermedades de las plantas.

5. Las responsabilidades asumidas por cada una de las partes cooperantes son contingentes en la disponibilidad de los fondos con los cuales deberán cumplirse legalmente los gastos.

6. Este Memorandum de Entendimiento es para definir en términos generales la base para la cooperación de las partes involucradas y no constituye una obligación financiera que sirva de base a los gastos. Cada parte manejará y utilizará sus propios fondos. Cualquiera y todos los gastos hechos con fondos federales por el Departamento de Agricultura de los Estados Unidos se harán según los puntos descritos en este Memorandum de Entendimiento, deberán ser de acuerdo con las reglas y los reglamentos del Departamento basándose en cada caso en documentación financiera apropiada. Los gastos hechos por el Ministerio se harán según sus reglas y reglamentos.

Los fondos del Ministerio no serán utilizados por ningún empleado del Servicio, ni aún cuando la parte cooperante no tenga representantes en la localidad. En tales casos los empleados del Servicio pueden manejar cuentas pero

deberán enviar los comprobantes al agente de desembolsos del Ministerio, para su pago correspondiente. El Ministerio no deberá enviar cheques pagaderos a nombre de los empleados del Servicio ni deberá enviarles cheques pagaderos "al portador" o "cambio" para el pago de gastos locales.

7. El personal del Servicio permanecerá bajo la dirección administrativa del Servicio y trabajará cooperativamente con el personal del Ministerio en el desarrollo de los programas cooperativos. El personal del Ministerio permanecerá bajo la dirección administrativa del Ministerio.

8. Los ciudadanos peruanos empleados por el Servicio recibirán pago del Servicio y estarán sujetos a sus reglas, reglamentos y políticas.

   a. Los empleados que sean ciudadanos peruanos serán contratados bajo la autoridad de la Oficina de Administración de Personal de los Estados Unidos, Regla VIII, Sección 8.3 y recibirán su pago de acuerdo con el Plan de Pagos Peruanos aprobado por el Servicio y establecido bajo un Memorandum de Entendimiento acordado entre el Departamento de Estado, Defensa, y Agricultura, USICA y AID relativo a los planes de compensación conjunta para los empleados en el extranjero. Los empleados mencionados estarán sujetos a los reglamentos del Departamento de Estado de los Estados Unidos que sean aplicables al empleo a los ciudadanos peruanos.

   b. El número de horas por día y los días por semana que se trabajarán por parte de estos empleados así como vacaciones y ausencias por enfermedad pagada, se concederán según los reglamentos del Servicio y el Plan de Pagos aprobado. Se informará al Ministerio regularmente.

   c. La selección del personal que contratará el Servicio dentro de la República del Perú para trabajar en los programas de detección, prevención, control y/o erradicación de plagas y enfermedades de las plantas, será por acuerdo mutuo con el Ministerio.

9. Ningún miembro de, o delegado del Congreso de los Estados Unidos o comisionado residente, así como ninguna oficina, agente o empleado del gobierno de los Estados Unidos, será admitido en ninguna porción o participación de este acuerdo ni a ningún beneficio que surja del mismo.

10. Se efectuará una reunión anual en la que se presentarán informes de avance de la detección, prevención, control y/o erradicación de plagas y enfermedades de las plantas incluídos en los programas cooperativos.

11. Este Memorandum de Entendimiento entrará en vigor en la fecha de firma final y continuará en vigor indefinidamente, pero puede modificarse por mutuo acuerdo de las partes por escrito y puede descontinuarse a solicitud de cualquiera de las partes. Las solicitudes de terminación o de cualquier cambio importante serán presentadas a la otra parte para su consideración

con no menos de noventa días de anticipación a la fecha en que se solicita que entre en vigor la modificación o terminación.

MINISTERIO DE AGRICULTURA
REPUBLICA DEL PERU

11/30/81
Ministro Fecha
Nik Ericsson Correa

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Harry C. Mussman 11/30/81
Administrador Fecha.
Harry C. Mussman

HUNGARIAN PEOPLE'S REPUBLIC

Cultural and Other Relations: Exchanges for 1982–1983

Agreement signed at Washington December 4, 1981;
Entered into force January 1, 1982.

PROGRAM OF COOPERATION AND EXCHANGES BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC IN CULTURE, EDUCATION, SCIENCE AND TECHNOLOGY FOR 1982 AND 1983

In accordance with Article V of the Agreement between the Government of the United States of America and the Government of the Hungarian People's Republic, on Cooperation in Culture, Education, Science and Technology signed at Budapest on April 6, 1977 [1] (hereinafter referred to as "the Agreement"), the two Governments (hereinafter referred to as "the Parties"), have prepared the following Program of Cooperation and Exchanges (hereinafter referred to as "the Program") for 1982 and 1983.

ARTICLE I

CULTURE AND EDUCATION

1 (a). The United States Party will make every effort to receive up to twenty participants annually, including influential or distinguished persons, for periods of one month each, in individual or group programs for an exchange of experience and consultations. Fields of specialization, suggestions as to group programs, and nominations will be made through diplomatic channels.

(b). The Hungarian Party will make every effort to receive up to ten participants, including influential or distinguished persons, for up to one month for an exchange of experience and consultations. The fields of specialization and lengths of stay will be determined through diplomatic channels.

2 (a). The Parties will make every effort to exchange annually one visiting lecturer for a full academic year. Fields of specialization and the receiving universities will be determined through diplomatic channels and according to practices already established by the Parties. Nominations may be in all fields, but special consideration will be given to American and Hungarian studies.

(b). The Parties will make every effort to exchange annually one research scholar for a full academic year and up to two other research scholars for a period from three to six months. Fields of specialization and the receiving institutions will be determined through diplomatic channels and according to practices already established by the Parties.

[1] TIAS 9259; 30 UST 1502.

3 (a). During the period of the Program the Parties will make every effort to organize a bilateral seminar on the translation and publication of American and Hungarian literary works in each other's country. The venue, number of participants, and financial arrangements will be agreed upon through diplomatic channels.

(b). The Parties may initiate the organization of other joint seminars on topics of mutual interest, with the participation of specialists of their two countries. These seminars will normally be held alternately in the two countries. The dates and subjects of the seminars will be agreed upon through diplomatic channels.

4. The Parties will encourage contacts and cooperation between higher educational, scholarly and scientific institutions of the two countries in specialized fields determined on the basis of mutual interest. In order to explore possibilities for such contacts, each Party will make every effort to receive up to four senior representatives from higher educational, scholarly and scientific institutions of the other country. The length of these visits will normally be from three to four weeks.

5. The Parties will facilitate the exchange of information and consultation concerning the comparability and equivalency of degrees.

6. The Parties will facilitate the development of contacts between major libraries and archives of the two countries. The Parties will examine future possibilities for the exchange of specialists in the library field.

7. The United States Party, at the request of the Hungarian Party, will send up to three specialists in the teaching of English to lecture at summer courses organized for teachers of English at Hungarian secondary schools and universities.

8 (a). The Parties will facilitate the exchange of exhibitions of the kind defined by Article I, paragraph 2 (a) of the Agreement on a mutually acceptable basis, including major exhibitions when so agreed. The details of the exhibitions, including their themes and the financial conditions of their organization, will be determined through diplomatic channels.

(b). The Parties will encourage contacts between museums and other appropriate institutions of the two countries, including the exchange of artistic publications and other mutually acceptable forms of cooperation.

9. The Parties will examine the possibility of an exchange of film weeks during the period of the Program. The film weeks may incorporate mutually acceptable collateral activities such as meetings of film artists.

10. The Parties will encourage visits by professional and academic musical, dance and theatrical groups and individual performing artists. Specific arrangements will be determined through appropriate channels.

11. The Parties will explore the possibilities for visits by specialists in the plastic arts, music, dance and theater for an exchange of professional experience and participation in productions.

12. The Parties will facilitate visits and the organization in their countries of various cultural and scholarly programs to commemorate appropriate national anniversaries and celebrations of the other country.

ARTICLE II

SCIENCE AND TECHNOLOGY

1 (a). The Parties will encourage implementation of the July 7, 1972 Agreement on Scientific Cooperation[1] between the National Science Foundation of the United States of America (NSF) and the Institute for Cultural Relations of the Hungarian People's Republic (KKI) as amended through the exchange of letters between Dr. Lenard Pal, Secretary General of the Hungarian Academy of Sciences (MTA) and Dr. John Slaughter, Director of the NSF, dated April 10, 1981, and June 5, 1981, respectively. Under that exchange, agreement was reached that the MTA would be responsible for administering the NSF/KKI Agreement as amended.

(b). The NSF/KKI Agreement will expire July 7, 1982. Prior to that date, the NSF and the MTA will negotiate and conclude a new interagency agreement on scientific and technical cooperation which will replace the 1972 NSF/KKI Agreement and amendments. The Parties will endeavor to continue to improve the effectiveness of future joint activities.

2. The Parties will encourage the implementation of the current Memorandum of Understanding on Scientific Cooperation between the National Academy of Sciences of the United States of America and the Hungarian Academy of Sciences, dated June 1, 1974, as revised on September 1, 1975.[2]

[1] TIAS 8640, 9685; 28 UST 5356; 31 UST 5811.
[2] Not printed.

3. The Parties will encourage implementation of scientific exchanges between the U.S. Department of Health and Human Services and the Hungarian Ministry of Health of up to 12 man-months annually for each side in mutually acceptable fields. When agreed to by the U.S. Department of Health and Human Services and the Hungarian Ministry of Health, the Parties will encourage the conclusion of project agreements in specific areas of mutual benefit in the health sciences, such as the understanding reached in February 1981 between the U.S. National Cancer Institute and the Hungarian Institute of Oncology.[1] Visits of scientists taking place under such approved project agreements will be subject to the terms of those agreements and will not be included in the 12 man-month quota cited above.

4. The Parties will encourage cooperation between the United States Geological Survey and the Hungarian Central Office of Geology, such cooperation to include annual exchanges of up to ten man-months for Hungarian specialists to the United States and up to four man-months for American specialists to Hungary in fields of mutual interest. In addition, special cooperative projects that may require involvement of additional personnel will be negotiated separately.

5. The Parties will encourage implementation of the October 11, 1978 Memorandum of Understanding[2] between the Department of Transportation of the United States of America and the Ministry of Communications and Posts of the Hungarian People's Republic concerning research cooperation in the field of transportation.

6. The Parties will encourage the implementation of the Joint Statement signed May 13, 1981 between the United States Department of Agriculture and the Hungarian Ministry of Food and Agriculture.[3] The details of future exchanges of personnel will be agreed upon by the two agencies pursuant to pertinent provisions of the Joint Statement.

7. The Parties will encourage cooperation between the National Bureau of Standards of the United States and the Hungarian National Office of Measures, as well as other corresponding Hungarian institutions, such cooperation to include annual exchanges of up to ten man-weeks per side per year in fields of mutual interest.

8. The Parties will encourage contacts between the United States Bureau of Mines as well as other potentially interested United States agencies and the Hungarian Ministry of Industry to explore areas of future cooperation in fields of mutual interest.

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[1] Not printed.
[2] TIAS 9216; 30 UST 743.
[3] TIAS 10103; *ante*, p. 1186.

9. The Parties will explore the possibility of an exchange of scientific and technical film weeks during the period of the Program. Each of the film weeks may incorporate mutually acceptable collateral activities such as meetings of representatives of the relevant fields. The arrangements for the film weeks will be made through diplomatic channels.

10. The Parties will explore the possibilities of holding bilateral seminars on scientific subjects of mutual interest during the period of the Program. The subjects of the seminars and other details will be agreed upon through diplomatic channels.

11. The Hungarian Party, in order to continue to explore the possibilities of additional cooperative activities between other appropriate entities of the two countries, will send a delegation of two persons to the United States for a period of up to three weeks.

12. The Parties will continue to facilitate additional cooperative arrangements between interested institutions and organizations of the two countries. Major proposals resulting from such arrangements will be reported to each side through diplomatic channels.

ARTICLE III

GENERAL PROVISIONS

1. The exchanges, visits and other cooperative activities provided for herein shall be subject to the constitutional requirements and applicable laws and regulations of the two countries and the availability of funds. Within this framework, both Parties will use their best efforts to promote favorable conditions for the fulfillment of these exchanges, visits and other cooperative activities in accordance with the provisions and objectives of the Agreement.

2. This Program will not preclude other mutually acceptable exchanges, visits and cooperative activities which may be initiated by interested organizations or persons active in the fields of culture, education, science and technology, it being understood that additional exchanges, visits and other cooperative activities will be facilitated by prior agreement through diplomatic channels or between appropriate organizations.

3. The Parties may initiate, by mutual agreement, an increase in the number of exchanges, visits and other cooperative activities provided for in the Program.

4 (a). Persons participating in the exchanges, visits and other cooperative activities provided for in the Program will be nominated by the sending Party. However, the participants under Article I, paragraph 1 (a) and (b) of the Program will be determined according to established practices on both sides and subject to the approval of the Parties. Nominations will be submitted in a mutually acceptable form through diplomatic channels, normally three months prior to the proposed arrival date. In the case of visiting lecturers and research scholars specified in Article I, paragraph 2 (a) and (b) nominations will be submitted by the sending Party nine months in advance of the proposed arrival date. The receiving Party will advise the sending Party of its acceptance no later than six months prior to the proposed arrival date. In the case of other nominations, the Parties will give notification of acceptance normally one month prior to the proposed arrival date and will inform each other at least two weeks in advance of the exact arrival date.

(b). For the purpose of the implementation of the provisions for the exchange of lecturers and research scholars under Article I, paragraph 2, any academic program initiated prior to December 31, 1983 will be governed by the provisions of this Program Document until the completion of the academic program.

(c). In addition to other academic exchanges provided for in this Agreement, each side will exchange one academic lecturer for a period of five months beginning in January 1982 under the same financial provisions as apply to the lecturer exchanges which begin in September 1982.

5. With the exception of Article I, paragraphs 8(a), 9, 10 and 11, and Article II, paragraph 11, for visits specified in the Program:

(a) the sending Party will provide round-trip transportation between the capitals of the two countries (Budapest and Washington, D.C.);

(b) the receiving Party will provide:

(i) the internal travel necessary for the successful completion of each visitor's approved program;

(ii) the local expenses of stay as specified in the Annex, which forms an integral part of the Program;

(iii) medical and hospital insurance in case of illness or accident, within limitations established in advance by each side;

(iv) interpreters when appropriate for the professional programs of the visitors under Article I, paragraph 1 (a) and (b).

(c) the conditions governing cooperation between higher educational, scholarly and scientific institutions arising from Article I, paragraph 4 of the Program will be established by the participating institutions and organizations themselves.

6. The provisions of the Program may be amended by agreement between the Parties.

7. The Parties agree to hold by the end of 1982 a meeting of their designated representatives to discuss the implementation of the first year of the Program and plans for the second year.

8. For the Government of the United States of America the United States International Communication Agency and the Department of State, for the Government of the Hungarian People's Republic the Ministry of Culture and Education, are designated as executive agencies for the implementation of the Program. These executive agencies will maintain contact through diplomatic channels.

9. The Program shall enter into force on January 1, 1982 and shall remain in force through December 31, 1983.

DONE in duplicate at Washington, D.C. this fourth day of December, 1981 in the English and Hungarian languages, both being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Charles Z. Wick [1]

FOR THE GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC

Petrán János [2]

[1] Charles Z. Wick.
[2] Petrán János.

ANNEX

Financial provisions of the Program of Cooperation and Exchanges in Culture, Education, Science and Technology between the Government of the United States of America and the Government of the Hungarian People's Republic for 1982 and 1983.

1. For visits of one month or less, specified under Article I, paragraphs 1, 4, 7 and 11, the United States Party will provide a daily allowance of 87 U.S. dollars; the Hungarian Party will provide appropriate free hotel accommodation and a daily allowance of 450 forints.

2. For visits of more than one month specified under Article I, paragraph 2, the United States Party will provide for Hungarian lecturers and researchers a monthly stipend of 1500 U.S. dollars and the internal travel necessary for the successful completion of the approved program; the Hungarian Party will provide for the American lecturers and researchers a monthly stipend of 9000 forints and an appropriate furnished apartment including utilities free of charge, and the internal travel necessary for successful completion of the approved program.

3. For visits specified under Article II, the specific financial conditions will be determined by prior agreement between the agencies concerned.

AZ AMERIKAI EGYESÜLT ÁLLAMOK KORMÁNYA ÉS A MAGYAR NÉPKÖZTÁRSASÁG KORMÁNYA KULTURÁLIS, OKTATÁSI, TUDOMÁNYOS ÉS MÜSZAKI-TUDOMÁNYOS EGYÜTTMÜKÖDÉSI ÉS CSEREPROGRAMJA

Az Amerikai Egyesült Államok Kormánya és a Magyar Népköztársaság Kormánya 1977. ápirlis 6-án Budapesten aláirt kulturális, oktatási, tudományos és müszaki-tudományos egyezménye /a továbbiakban "az Egyezmény"/ V. cikkével összhangban a két kormány /a továbbiakban "a Felek"/ a következő együttmüködési és csereprogramot /a továbbiakban "a Program"/ dolgozták ki az 1982. és 1983. évre.

I. CIKK - KULTURA ÉS OKTATÁS

1./ a./

Az amerikai Fél törekedni fog, hogy évente legfeljebb 20 résztvevőt fogadjon - beleértve vezető személyiségeket - egyéni vagy csoportos látogatásra egy-egy hónapos időtartamra, tapasztalatcsere és konzultálás céljából. A szakterületek kijelölése, a csoportos programokra vonatkozó javaslatok és jelölések diplomáciai uton történnek.

b./

A magyar Fél arra törekszi, hogy évente legfeljebb 10 egyéni látogatót fogadjon, beleértve vezető beosztásu személyeket is, legfeljebb egyhónapos időtartamra, tapasztalatcsere és konzultáció céljából.
A szakterületeket és a látogatások időtartamát diplomáciai uton határozzák meg.

2./ a./

A Felek minden tőlük telhetőt megtesznek, hogy évente egy vendégelőadót cseréljenek egy teljes akadémiai évre. A szakterületek és a fogadó egyetemek kijelölésére diplomáciai uton kerüls or a Felek által már kialakitott gyakorlatnak megfelelően. A jelölések minden területre vonatkozhatnak, külön figyelmet forditanak az amerikainisztikai és a hungarológiai tanulmányokra.

2./ b./

A Felek mindent megtesznek annak érdekében, hogy évente egy tudományos kutatót cseréljenek egy teljes akadémiai évre és legfeljebb két további tudományos kutatót 3-tól 6 hónapig terjedő időszakra. A szakterületek és a fogadó intézetek kijelölésére diplomáciai uton kerül sor, a Felek által már kialakitott gyakorlatnak megfelelően.

3./ a./

A Program ideje alatt a Felek törekedni fognak arra, hogy a magyar és amerikai irodalmi alkotások egymás országában történő leforditásáról és kiadásáról kétoldalu szemináriumot rendezzenek. A szemináriumok helyéről, a résztvevők számáról és a pénzügyi feltételekről diplomáciai uton állapodnak meg.

b./

A Felek kezdeményezhetik egyéb közös szemináriumok megrendezését a két ország szakértőinek részvételével, a kölcsönös érdeklődésre számot tartó témákban. Ezekre a szemináriumokra lehetőség szerint felváltva kerülhet sor a két országban. A szemináriumok időpontjában és témájában diplomáciai uton állapodnak meg.

4./ A Felek ösztönzik a két ország felsőoktatási és tudományos intézményeinek kapcsolatait és együttmüködését, a kölcsönös

érdek alapján meghatározott szakterületeken. Ezért arra törekszenek, hogy e kapcsolatok lehetőségeinek tanulmányozására kölcsönösen, legfeljebb négy vezető beosztásu képviselőt fogadjanak a másik ország felsőoktatási és tudományos intézményeiből. E látogatások időtartama általában három-négy hétig terjedhet.

5./ A Felek elősegitik a diplomák összehasonlithatóságára és egyenértéküségére vonatkozó konzultációkat és információcserét.

6./ A Felek elősegitik a két ország nagyobb könyvtárai és levéltárai közötti kapcsolatok fejlesztését. A Felek megvizsgálják könyvtárosok cseréjének jövőbeni lehetőségeit.

7./ Az amerikai Fél a magyar Fél kérése alapján legfeljebb három angol nyelvtanárt küld előadások tartására a magyar középiskolák és egyetemek angol szakos tanárai részére szervezett nyári tanfolyamokra.

8./ a./

A Felek elősegitik az Egyezmény I. cikke 2./ a./ bekezdésében meghatározott jellegü kiállitások cseréjét, kölcsönösen elfogadható alapon, beleértve a nagykiállitásokat is, amenynyiben igy állapodnak meg. A kiállitások részleteiben, beleértve azok témáját és megrendezésük anyagi feltételeit, diplomáciai uton állapodnak meg.

b./

A Felek ösztönzik a két ország muzeumainak és más megfelelő intézményeinek kapcsolatait, beleértve a müvészeti kiadványok cseréjét és egyéb, kölcsönösen elfogadható együttmüködési formákat.

9./ A Felek megvizsgálják filmhetek cseréjének lehetőségét a Program időszaka alatt. A filmhetekkel összefüggésben kölcsönösen elfogadható kisérő rendezvényekre, ugy mint filmművészek találkozóira is sor kerülhet.

10./ A Felek ösztönzik a hivatásos és egyetemi zenei, tánc és szinházi együttesek, valamint előadómüvészek látogatásait. A konkrét megegyezésekre megfelelő csatornákon kerül sor.

11./ A Felek megvizsgálják képzőmüvészeti, zenei, tánc és szinházi szakemberek látogatásainak lehetősgét szakmai tapasztalatcsere és produkciókban való közremüködés céljából.

12./ A Felek elősegitik országaikban azokat a különböző kulturális és tudományos célu látogatásokat és rendezvényeket, amelyek a másik ország nemzeti évfordulóihoz és megemlékezéseihez kapcsolódnak.

TIAS 10307

76-319 O - 88 - 27

II. CIKK - TUDOMÁNYOK ÉS MÜSZAKI TUDOMÁNYOK

1./ a./

A Felek ösztönzik a Magyar Népköztársaság Kulturális Kapcsolatok Intézete /KKI/ és az Amerikai Egyesült Államok Országos Tudományos Alapitványa /NSF/ közötti 1972. julius 7-i Tudományos Együttmüködési Megállapodás végrehajtását, amelyet Dr. Pál Lénárd, a Magyar Tudományos Akadémia /MTA/ főtitkára és Dr. John Slaughter, az NSF igazgatója között 1981. április 10-én és 1981. junius 5-én létrejött levélváltás után módositottak. E levélváltással megállapodtak abban, hogy a módositott KKI-NSF Egyezmény további ápolásáért a Magyar Tudományos Akadémia felelős.

b./

A KKI-NSF Egyezmény 1982. julius 7-én hatályát veszti. Ezt megelőzően az MTA és az NSF uj tudományos és müszaki intézményközi együttmüködési megállapodást kötnek, amely a módositott 1972. évi KKI-NSF Egyezmény helyébe lép. A Felek erőfeszitéseket tesznek a jövőbeni közös tevékenység hatékonyságának javitására.

2./ A Felek ösztönzik a Magyar Tudományos Akadémia és az Amerikai Egyesült Államok Országos Tudományos Akadémiája tudományos együttmüködéséről szóló 1974. junius 1-én kelt, és 1975. szeptember 1-én módositott, meglévő Egyetértési Memorandum végrehajtását.

3./ A Felek ösztönzik a Magyar Egészségügyi Minisztérium és az Egyesült Államok Egészségügyi és Szociális Szolgáltatások Minisztériuma közötti tudományos csereprogram végrehajtását, kölcsönösen elfogadható területeken, évente mindkét részről legfeljebb 12 ember-hónapig terjedően. A Magyar Egészségügyi Minisztérium és az Egyesült Államok Egészségügyi és Szociális Szolgáltatások Minisztériuma várható megállapodásai alapján a Felek ösztönzik projekt-megállapodások létrehozását az egészségügyi tudományok kölcsönösen előnyös, meghatározott területein, hasonlóan a magyar Országos Onkológiai Intézet és az amerikai Országos Rákkutató Intézet 1981. februárjában létrejött megállapodásához. Az ilyen jóváhagyott projekt-megállapodások keretében megvalósuló utazások feltételeit a vonatkozó megállapodások szabályozzák, és azok nem számitanak bele a fent idézett 12 hónapos keretbe.

4./ A Felek ösztönzik az együttmüködést a magyar Központi Földtani Hivatal és az Egyesült Államok Földtani Szolgálata között, amely együttmüködés évente magyar szakemberek legfeljebb tiz ember-hónapos Egyesült Államok-beli és amerikai szakemberek legfeljebb négy ember-hónapos magyarországi cseréjét foglalja magában, a kölcsönös érdeklődésre számot tartó területeken. További speciális együttmüködési projektekről - amelyek járulékos személyek bevonását igényelhetik - külön fognak megállapodni.

5./ A Felek ösztönzik a magyar Közlekedési és Postaügyi Minisztérium és az Amerikai Egyesült Államok Közlekedési Minisztériuma 1978. október 11-i Együttmüködési Memorandumának végrehajtását a közlekedés területén való kutatási együttmüködésről.

6./ A Felek ösztönzik a magyar Mezőgazdasági és Élelmezésügyi Minisztérium és az Egyesült Államok Mezőgazdasági Minisztériuma 1981. május 13-án aláirt Közös Nyilatkozatának végrehajtását.
A jövőbeni személycserék részleteiről a két minisztérium fog megállapodni a Közös Nyilatkozat vonatkozó feltételeinek megfelelően.

7./ A Felek ösztönzik a magyar Országos Mérésügyi Hivatal, valamint más megfelelő magyar intézmények és az Egyesült Államok Országos Mérésügyi Hivatala közötti együttmüködést. Ezen Együttmüködés keretében évente mindkét részről tiz emberhétig terjedő cserét bonyolitanak le kölcsönös érdeklődésre számot tartó szakterületeken.

8./ A Felek ösztönzik a magyar Ipari Minisztérium és az Egyesült Államok Bányászati Hivatala, valamint más potenciálisan érdekelt amerikai intézmények közötti érintkezéseket, a kölcsönös érdeklődésre számot tartó témákban, jövőbeni együttmüködési területek felderitése céljából.

9./ A Felek megvizsgálják tudományos és müszaki-tudományos filmhetek cseréjének lehetőségét a Program időszaka alatt. Mindegyik filmhét magában foglalhat kölcsönösen elfogadható kisérő rendezvényeket is, ugy mint az érintett területek képviselőinek találkozóit. A filmhetek megrendezésében diplomáciai uton állapodnak meg.

10./ A Felek megvizsgálják kétoldalu szemináriumok megrendezésének lehetőségét a Program időszak alatt a kölcsönös érdeklődésre számot tartó tudományos témákban. A szemináriumok tárgyában és más részletekben diplomáciai uton állapodnak meg.

11./ A magyar fél a két ország megfelelő intézményei között további közös tevékenység lehetőségeinek feltárására kéttagu delegációt küld az Egyesült Államokba legfeljebb három hét időtartamra.

12./ A Felek az eddigiekhez hasonlóan elősegitik további közös tevékenység feltárását a két ország érdekelt intézményei és szervezetei között. Az ebből eredő lényeges javaslatokról a Felek diplomáciai uton tájékoztatják egymást.

III. CIKK - ÁLTALÁNOS RENDELKEZÉSEK

1./ Az ebben foglalt cserék, látogatások és egyéb közös tevékenységek alá vannak vetve a két ország alkotmányos előirásainak, hatályos jogszabályainak és rendelkezéseinek, valamint a rendelkezésre álló pénzügyi alapoknak. E kereten belül mindkét Fél minden tőle telhetőt megtesz annak érdekében, hogy kedvező feltételeket biztositson e cserék, látogatások és egyéb közös tevékenység megvalósitásához az Egyezmény célkitüzéseivel és rendelkezéseivel összhangban.

2./ Ez a Program nem zárja ki a kultura, az oktatás, a tudományok és müszaki tudományok területén müködő érdekelt szervezetek és személyek által kezdeményezett egyéb közös tevékenységet, figyelembe véve, hogy a további cserék, látogatások és közös tevékenység előmozditására diplomáciai uton, vagy a megfelelő szervezetek között létrejött előzetes megállapodás alapján kerül sor.

3./ A Felek kölcsönös megállapodás alapján kezdeményezhetik a Programban foglalt cserék, látogatások és egyéb közös tevékenység számának bővitését.

4./ a./

A Programban foglalt cserékben, látogatásokban és egyéb közös tevékenységben résztvevő személyekre a küldő Fél tesz

jelölést. A Program I. cikke 1/a. és 1/b. pontja alapján azonban a résztvevő személyeket a két Fél által kialakitott gyakorlat szerint határozzák meg és a Feleknek kell jóváhagyniok. A jelölések átadása kölcsönösen elfogadható formában, diplomáciai uton történik, általában három hónappal a tervezett érkezési időpont előtt. A Program I. cikke 2/a. és 2/b. bekezdésében meghatározott vendégelőadók és tudományos kutatók esetében a küldő Fél kilenc hónappal a tervezett érkezési időpont előtt teszi meg a jelöléseket. A fogadó Fél legalább hat hónappal a tervezett érkezési időpont előtt tájékoztatja a küldő Felet az elfogadásról. A többi jelölés esetében a Felek általában egy hónappal a tervezett érkezési időpont előtt adnak tájékoztatást az elfogadásról és legalább két héttel korábban értesitik egymást a pontos érkezési időpontról.

b./

Az 1983. december 31. előtt megkezdett, az I. cikk 2. pontja alá eső tudományos vagy oktatói csereprogram végrehajtását ezen munkaterv feltételei szabályozzák, az adott akadémiai program befejezéséig.

c./

Ezen megállapodás által biztositott egyéb akadémiai cseréken kivül mindkét Fél egy egyetemi előadót cserél öt hónapos időtartamra, 1982 januárjától kezdve, ugyanazon pénzügyi

feltételek mellett mint amelyek az 1982. szeptemberében kezdődő előadócserére vonatkoznak.

5./ A Programban meghatározott látogatások esetében, kivéve az I. cikk 8/a., 9., 10., 11. bekezdését és a II. cikk 11. bekezdését:

a./ A küldő Fél gondoskodik a két ország fővárosa /Budapest és Washington, D.C./ közötti oda-vissza utazásról;

b./ A fogadó Fél biztositja:

1. a látogatók jóváhagyott programjának sikeres teljesitéséhez szükséges belső utazásokat;

2. a helyi tartózkodás költségeit, ezeket a Függelék részletezi, amely a Program szerves részét képezi;

3. orvosi és kórházi ellátást megbetegedés vagy baleset esetén, a Felek által előre meghatározott kereteken belül;

4. tolmácsot az I. cikk 1/a-b. bekezdésében, meghatározott látogatók szakmai programjához, amikor szükséges.

c./ A Program I. cikke 4. bekezdéséből fakadóan felsőoktatási intézmények valamint tudományos intézmények együttműködését szabályozó feltételeket a résztvevő intézmények és szervezetek saját maguk határozzák meg.

6./ A Program rendelkezései a Felek megegyezésével módosithatók.

7./ A Felek megállapodnak, hogy kijelölt képviselőik 1982. végén találkoznak a Program első éves végrehajtásának és a második évre vonatkozó terveknek a megvitatása céljából.

8./ A Magyar Népköztársaság Kormánya részéről a Művelődési Minisztérium, az Amerikai Egyesült Államok részéről a Nemzetközi Kommunikációs Ügynökség és a Külügyminisztérium a Program megvalósitására kijelölt végrehajtó szerv. E végrehajtó szervek a kapcsolatot diplomáciai uton tartják egymással.

9./ A Program 1981. január 1-én lép érvénybe és 1983. december 31-ig marad érvényben.

Készült Washingtonban, 1981. december 4-én
két példányban, magyar és angol nyelven,
mindkettő egyaránt hiteles.

Az Egyesült Államok
Kormánya nevében

A Magyar Népköztársaság
Kormánya nevében

Péter János

FÜGGELÉK

A Magyar Népköztársaság Kormánya és az Amerikai Egyesült Államok Kormánya 1982. és 1983. évre szóló Kulturális, Oktatási, Tudományos és Müszaki-Tudományos Együttmüködési és Csereprogramjának pénzügyi rendelkezései

1./ Az I. cikk 1., 4., 7. és 11. bekezdésében meghatározott rövid időtartamu látogatások esetében a magyar Fél megfelelő ingyenes szállodai elhelyezést és napi 450,-₣ ellátmányt, az amerikai Fél napi 87,- US $ ellátmányt biztosit.

2./ Az I. cikk 2. pontjában meghatározott, egy hónapnál hosszabb látogatások esetén az amerikai Fél a magyar előadók és kutatók részére 1500,- US $ havi ösztöndijat és a jóváhagyott program sikeres végrehajtásához szükséges belső utaztatást biztositja. A magyar Fél az amerikai előadók és kutatók részére havonta 9000,- ₣-os ösztöndijat és dijmentesen megfelelő butorozott lakást, beleértve ingyenes szolgáltatásokat is, valamint a jóváhagyott program sikeres teljesitéséhez szükséges belső utazást biztositja.

3./ A II. cikkben meghatározott látogatások esetében a sajátos pénzügyi feltételeket az érintett országos hatáskörü szervek előzetes megállapodás alapján határozzák meg.

ITALY

Telecommunications: Alien Amateur Radio Operators

Agreement effected by exchange of notes
Dated at Rome July 28 and August 28, 1981;
Entered into force August 28, 1981.

The American Embassy to the Italian Ministry of Foreign Affairs

No. 399

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Italian Republic and has the honor to refer to conversations between representatives of the Government of the United States of America and representatives of the Government of Italy relating to the possibility of concluding an agreement between the two governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the Radio Regulations. [1] Pursuant to Sections 303 (L) (3) and 310 (C) of the Communications Act of 1934 as amended (47 U.S.C. 303 (L) (3), 310 (C), the Government of the United States of America is prepared to conclude an agreement with respect to this matter as follows:

1. A citizen who is licensed by his government as an amateur radio operator and who operates an amateur radio station licensed by such government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

[1] Done Dec. 21, 1959. TIAS 4893; 12 UST 2633.

2. The citizen who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the rights of cancellation at the convenience of the issuing Government at any time.

It is suggested that this Note and your reply Note indicating the concurrence of the Government of Italy be considered as constituting an agreement between the two Governments, such agreement to be in force as of the date of your reply Note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

The Embassy of the United States takes this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America,
Rome, July 28, 1981

The Italian Ministry of Foreign Affairs to the American Embassy

Ministero degli Affari Esteri

073/ 12457

28 AGO. 1981

NOTA VERBALE

Il Ministero degli Affari Esteri, con riferimento alle conversazioni intercorse in merito alla conclusione di una intesa tra i due Governi che sancisca la reciprocità di trattamento per i radio-amatori nei due Paesi, ha l'onore di confermare il proprio accordo sul contenuto della Nota Verbale di codesta Ambasciata n. 399 del 28 luglio 1981 che qui di seguito si trascrive:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Italian Republic and has the honor to refer to conversations between representatives of the Government of the United States of America and representatives of the Government of Italy relating to the possibility of concluding an agreement between the two governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the Radio Regulations. Pursuant to Sections 303 (L) (3) and 310 (C) of the Communications Act of 1934 as amended (47 U.S.C. 303 (L) (3), 310 (C), the Government of the United States of America is prepared to conclude an agreement with respect to this matter as follows:

All'Ambasciata degli
STATI UNITI D'AMERICA

ROMA

1. A citizen who is licensed by his government as an amateur radio operator and who operates an amateur radio station licensed by such government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

2. The citizen who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the rights of cancellation at the convenience of the issuing Government at any time.

It is suggested that this Note and your reply Note indicating the concurrence of the Government of Italy be considered as constituting an agreement between the two Governments, such agreement to be in force as of the date of your reply Note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate".

Il Ministero degli Affari Esteri concorda nel ritenere che il presente scambio di Note costituisce un accordo tra i due Governi che entra in vigore in data odierna e che potrà essere denunciato da ciascuno dei due Paesi con un preavviso di sei mesi.

Il Ministero degli Affari Esteri si avvale dell'occasione per rinnovare all'Ambasciata degli Stati Uniti d'America i sensi della sua più alta considerazione.

MINISTERO DEGLI AFFARI ESTERI

Mod. M/A/IV/31
(ex Mod. 8 U.C.)

TRANSLATION

The Ministry of Foreign Affairs

No. 073/12457 August 28, 1981

Note Verbale

The Ministry of Foreign Affairs, in reference to conversations relating to the conclusion of an agreement between the two governments authorizing reciprocal treatment for amateur radio operators in the two countries, has the honor to confirm its agreement with the text of the Embassy's note verbale No. 399 of July 28, 1981, transcribed below:

[For text of the U.S. letter, see pp. 4394–4395.]

The Ministry of Foreign Affairs agrees to consider that this exchange of notes shall constitute an agreement between the two governments that shall enter into force on this date and may be terminated by either of the two countries upon six months' notice.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

[Initialed]

[Seal]

Embassy of the United States
Of America,
Rome.

SWEDEN

Defense: Security of Military Information

Agreement effected by exchange of notes
Signed at Washington December 4 and 23, 1981;
Entered into force December 23, 1981.

The Swedish Ambassador to the Secretary of State

SWEDISH EMBASSY

December 4, 1981

The Honorable
Alexander M. Haig Jr.
Secretary of State
Department of State
WASHINGTON, D.C.

Sir,

In an exchange of notes between the Swedish Minister for Foreign Affairs and the United States Ambassador to Sweden, dated June 30, and July 1, 1952,[1] respectively, the terms were agreed upon under which the Government of Sweden desires to procure for defense purposes military equipment, materials, or services on a reimbursable basis from the Government of the United States of America. By an exchange of notes dated January 30, 1961,[2] the scope of this Agreement was enlarged, insofar as it regards security measures, to cover any information, equipment, materials or services relating to defense, given a security classification by either Government and communicated directly or indirectly between our two Governments.

Subsequently, it has been found desirable to revise the afore-mentioned Agreement, dated January 30, 1961. On the basis of the understanding reached in the course of recent discussions between representatives of our two Governments, I have the honor to propose that the 1961 Agreement should be replaced by a General Security of Military Information Agreement, the terms of which read as follows:

1. All classified military information communicated directly or indirectly between our two Governments shall be protected in accordance with the following principles:

a. the recipient government will not release the information to a third government or any other party without the approval of the releasing government;

b. the recipient government will afford the information a degree of protection equivalent to that afforded it by the releasing government;

c. the recipient government will not use the information for other than the purpose for which it was given; and

[1] TIAS 2480; 3 UST 2968.
[2] TIAS 4680; 12 UST 98.

d. the recipient government will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

2. Classified military information and material shall be transferred only on a government-to-government basis and only to the persons who have appropriate security clearance for access to it.

3. For the purpose of this agreement, classified military information is that official military information or material which in the interests of national security of the releasing government, and in accordance with applicable national laws and regulations, requires protection against unauthorized disclosure and which has been designated as classified by appropriate security authority. This includes any classified information, in any form including written, oral, or visual. Material may be any document, product, or substance on, or in which, information may be recorded or embodied. Material shall encompass everything regardless of its physical character or makeup including, but not limited to, documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, and letters, as well as all other products, substances, or items from which information can be derived.

4. Information classified by either of our two governments and furnished by either government to the other through government channels will be assigned a classification by appropriate authorities of the receiving government which will assure a degree of protection equivalent to that required by the government furnishing the information.

5. This Agreement shall apply to all exchanges of classified military information between all agencies and authorized officials of our two governments. Details regarding channels of communication and the application of the foregoing principles shall be the subject of such technical arrangements (including an Industrial Security Arrangement) as may be necessary between appropriate agencies of our respective governments.

6. Each government will permit security experts of the other government to make periodic visits to its territory, when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified military information furnished to it by the other government. Each

government will assist such experts in determining whether such information provided to it by the other other government is being adequately protected.

7. The recipient government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating government has been lost or disclosed to unauthorized persons. The recipient government shall also promptly and fully inform the originating government of the details of any such occurrences, and of the final results of the investigation and corrective action taken to preclude recurrences.

8. a. In the event that either government or its contractors award a contract involving classified military information for performance within the territory of the other government, then the government of the country in which performance under the contract is taking place will assume responsibility for administering security measures within its own territory for the protection of such classified information in accordance with its own standards and requirements.

b. Prior to the release to a contractor or prospective contractor of any classified military information received from the other government, the recipient government will:

(1) insure that such contractor or prospective contractor and his facility have the capability to protect the information adequately;

(2) grant to the facility an appropriate security clearance to this effect;

(3) grant appropriate security clearance for all personnel whose duties require access to the information;

(4) insure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with applicable laws;

(5) carry out periodic security inspections of cleared facilities;

(6) assure that access to the military information is limited to those persons who have a need to know for official purposes.

9. A request for authorization to visit a facility when access to the classified military information is involved will be submitted to the appropriate department or agency of the government of the country where the facility is located by an agency designated for this purpose by the other government; this request will include a statement of the security clearance, the official status of the visitor and the reason for the visit. Blanket authorizations for visits over extended periods may be arranged. The government to which the request is submitted will be responsible for advising the contractor of the proposed visit and for authorizing the visit to be made.

10. Costs incurred in conducting security investigations or inspections required hereunder will not be subject to reimburesement.

If the foregoing is agreeable to your Government, I propose that this note and your reply to that effect shall constitute an Agreement on this matter between our two Governments which shall enter into force on the date of your reply.

Accept, Sir, the assurances of my highest consideration.

W Wachtmeister

The Secretary of State to the Swedish Ambassador

DEPARTMENT OF STATE
WASHINGTON

December 23, 1981

Excellency:

I have the honor to acknowledge the receipt of your note dated December 4, 1981, containing the terms of a General Security of Military Information Agreement, to replace the existing Agreement on this matter dated January 30, 1961.

I hereby convey the acceptance of this Agreement by the United States Government, and confirm that your note and this reply shall constitute a General Security of Military Information Agreement between our two Governments, which shall enter into force on this date.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

James Buckley [1]

His Excellency
Count Wilhelm Wachtmeister
Ambassador of Sweden.

[1] James Buckley.

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of June 2, 1977, as amended and extended.
Effected by exchange of letters
Signed at Mexico December 4, 1981;
Entered into force December 4, 1981.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
MEXICO

OFFICE OF THE AMBASSADOR

December 4, 1981

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
E.C. Lazaro Cardenas No. 9
Mexico 1, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $1,000,000 the funding provided under the agreement effected by our exchange of letters dated June 2, 1977, as amended eleven times thereafter. [1] It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States, therefore, agrees to delete the phrase, "Twenty-six million, five hundred and ninety-six thousand, two hundred and thirty-five dollars (U.S. $26,596,235)," in the second paragraph of our letter dated June 2, 1977, as previously amended, and substitute, therefor, the phrase "Twenty-seven million, five hundred and ninety-six thousand, two hundred and thirty-five dollars ($27,596,235)."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

John Gavin

John Gavin

[1] TIAS 8952, 9251, 9637, 9695, 9749, 9933, 9963, 10249, 10285; 29 UST 2483; 30 UST 1285; 31 UST 4760, 5913; 32 UST 992, 4157, 4525; *ante*, pp. 3693, 4091.

The Mexican Attorney General to the American Ambassador

FORMA CG-1A

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., diciembre 4 de 1981.

EXCELENTISIMO SEÑOR
JOHN GAVIN,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
Presente.

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $1,000,000 los fondos proporcionados de nuestra carta fechada 2 de junio de 1977, a su vez enmendada en once ocasiones posteriormente. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase, "Veintiseis Millones, Quinientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $26,596,235)," en el segundo párrafo de nuestra carta de fecha de 2 de junio de 1977, como previamente enmendada, y substituir la frase, "Veintisiete Millones, Quinientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $27,596,235)."

.2

T.G.N.

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un convenio entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney General of the Republic

Mexico, D.F., December 4, 1981

His Excellency John Gavin
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Excellency:

I am pleased to reply to your note of today's date, the text of which, translated into Spanish, reads as follows:

[For the English language text, see p. 4407.]

I wish to inform you that the Government of Mexico accepts the terms of the note transcribed above.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

ANTIGUA AND BARBUDA

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at St. John's December 7 and 10, 1981;
Entered into force December 10, 1981.

The American Consulate General to the Antigua and Barbuda Ministry of Foreign Affairs

CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA

No. 3

St. John's, *December 7, 1981*

Excellency:

The Consulate General of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Antigua and Barbuda and has the honor to refer to certain requirements of United States law concerning the provision of training related to Defense Articles under the United States International Military Education and Training (IMET) program.

The provisions of United States law in question prohibit the furnishing of IMET training related to Defense Articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government—

a. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

b. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training to anyone not an officer, employee, or agent of the recipient government; or

c. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.
3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials) ; and that the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the Government of Antigua and Barbuda may include training related to Defense Articles with respect to which the agreement of the Government of Antigua and Barbuda to observe the foregoing conditions is required, the Consulate General of the United States of America has the honor to propose that this Note, together with the Note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of Antigua and Barbuda, shall constitute an Agreement between the two governments on this subject, to be effective from the date of the Ministry's Note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

P J B

His Excellency
LESTER B. BIRD,
Minister of Foreign Affairs,
Antigua and Barbuda.

The Antigua and Barbuda Ministry of Foreign Affairs to the American Consulate General

Ministry of Foreign Affairs,
St. John's,

December 10, 1981

No. 1

Excellency:

The Government of Antigua and Barbuda presents its compliments to the Consulate-General of the United States of America and has the honour to refer to your Note of December 7th, 1981 regarding the conditions required by United States law before International Military and Education Programmes (IMET) can be furnished.

The Government of Antigua and Barbuda wishes to advise that the conditions, set out in your Note, are acceptable.

Please accept assurances of my highest consideration.

Mr. Paul J. Byrnes,
Consul-General,
Consulate-General,
of the
United States of America.

POLISH PEOPLE'S REPUBLIC

Scientific and Technological Cooperation

Memorandum of understanding signed at Washington December 11, 1981;
Entered into force December 11, 1981.

MEMORANDUM OF UNDERSTANDING
ON
SCIENTIFIC AND TECHNOLOGICAL COOPERATION
BETWEEN
THE NATIONAL SCIENCE FOUNDATION
OF THE
UNITED STATES OF AMERICA
AND
THE POLISH ACADEMY OF SCIENCES
OF
THE POLISH PEOPLE'S REPUBLIC

The National Science Foundation of the United States of America and the Polish Academy of Sciences of the Polish People's Republic, hereinafter referred to as "the Parties", recognizing that the administration of the Program of Scientific Cooperation conducted under the Memorandum of Understanding of September 20, 1973,[1] has been satisfactory and beneficial to both organizations, and desiring to continue this mutually beneficial cooperation,

HAVE AGREED as follows;

ARTICLE I General Provisions

This Memorandum of Understanding is subject to the general principles accepted by both Governments in the Agreement on Cooperation in Science and Technology signed October 31, 1972,[2] and to the internal regulations currently in force in both organizations.

[1] Not printed.
[2] TIAS 7565; 24 UST 465.

ARTICLE II. PRINCIPLES

1. The aim of this Memorandum is to encourage and increase cooperative scientific activities between scientists, engineers, scholars, and institutions of research and higher learning of the two countries; to provide opportunities for the exchange of information, ideas, skills, and techniques; to attack problems of common interest; and to utilize facilities and equipment available to both countries for scientific research.

2. The scope of the cooperation will cover all branches of science and technology, including basic and applied aspects of the natural sciences and mathematics, the engineering sciences, and the social sciences, but excluding research topics in the clinical medical sciences, business administration, and education. To initiate the Program, the Parties will identify specific areas for cooperation. Other areas may be determined by mutual agreement in the future.

3. Nothing in this Memorandum shall affect existing or preclude future agreements and other arrangements between agencies or organizations of the two countries in the fields of science and technology.

4. The Program under this Memorandum shall encourage and support exchange of scientists and cooperative scientific activities. The Program shall consist primarily of three program elements: Cooperative Research, Joint Seminars and Workshops, and Individual Scientific Visits. Other activities may be added by mutual agreement.

5. The Program under this Memorandum shall be subject to the laws and regulations of the two countries.

6. Obligations assumed by the Parties are subject to the availability of funds. Each side will share in the effort and the cost of each activity within the Program. This provision does not require, however, any precise matching of funds, manpower, or facilities in any given activity.

7. The National Science Foundation will be responsible for coordinating all American participation under this Memorandum, and the Polish Academy of Sciences will be responsible for coordinating all Polish participation. Both Parties will use their best efforts to involve universities, research institutions, and other appropriate scientific entities in the activities sponsored under this Program.

8. Results and information derived from an activity under this Program shall be made available through customary channels in accordance with normal scientific procedures. This provision shall be implemented with due regard for existing proprietary rights and existing or imminent patents rights as specified in Annex I to this Memorandum.

ARTICLE III. CONDUCT AND ADMINISTRATION OF THE PROGRAM

Conditions for the conduct and administration of the Program under this Memorandum, including responsibilities, procedures, and financial arrangements, are set forth in Annex II to the Memorandum.

ARTICLE IV. JOINT REVIEW OF THE PROGRAM

Representatives of the Parties will meet periodically in Washington and Warsaw as necessary, but not less than once a year, to evaluate the results of the activities under this Memorandum, to consider modifications of the Program, to communicate information about new scientific priorities within their respective countries, and to exchange information on budgets and other administrative matters.

ARTICLE V. ENTRY INTO FORCE, TERMINATION, MODIFICATION

1. This Memorandum will enter into force upon signature by the duly authorized representatives of both Parties, and will remain in effect for a period of five years from the date of signature. Either Party may terminate the Memorandum at any time after giving written notice at least six months in advance of such termination.

2. The Parties may, by mutual consent in writing, modify this Memorandum and the Annexes thereto. They may renew it for an additional period of five years by an exchange of letters. Expiration, termination, or modification of this Memorandum will not by itself affect previously approved activities.

3. This Memorandum of Understanding replaces the Memorandum of Understanding On Scientific and Technical Cooperation between the National Science Foundation and the Polish Academy of Sciences signed September 20, 1973 and renewed June 18,1976.

SIGNED, at Washington, D.C. this 11th day of December 1981, in two original copies in English.

FOR THE
NATIONAL SCIENCE FOUNDATION
OF THE UNITED STATES OF AMERICA

Donald N. Langenberg [1]

FOR THE
POLISH ACADEMY OF SCIENCES
OF THE POLISH PEOPLE'S REPUBLIC

[2]

[1] Donald N. Langenberg.
[2] Zdzislaw Kaczmarek.

ANNEX I

PATENT RIGHTS RELATED TO ACTIVITIES UNDER THE MEMORANDUM OF UNDERSTANDING ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE NATIONAL SCIENCE FOUNDATION OFTHE UNITED STATES OF AMERICA AND THE POLISH ACADEMY OF SCIENCES OF THE POLISH PEOPLE'S REPUBLIC

With respect to rights in inventions conceived or first reduced to practice during the course of any project or any other activity conducted under this Memorandum (hereinafter referred to as "subject inventions"), the Parties agree to the following principles as guidelines in the equitable allocation of rights between the two sides.

1. With respect to any subject invention which is or may be patentable, jointly conceived or first reduced to practice by collaborating participants of both countries in the course of any activity carried out under this Memorandum, the Parties agree (i) that each of the Parties will have the right to control the disposition of all rights in the subject invention within its own territory, and the other Party agrees to take such steps as are necessary to assure that such Party receives such sole right, and (ii) that either Party or its designee may seek to obtain patents in third countries. Whenever a patent application is filed in a third country, the other Party shall be notified as soon as possible (but in any case not more than one year after the filing) and such other Party shall upon request made within one year after such notice is given, be granted, at a minimum,

an irrevocable, royalty-free, non-exclusive license (subject to an agreement for reimbursing costs, as described below), with rights to sublicense, to practice the subject invention in the third country; provided, that the requesting Party must agree to reimburse the applicant for patent for one-half of the costs incurred and that may be incurred in the future for filing, prosecuting and maintaining the patent application of patents resulting therefrom in the third country.

2. With respect to a subject invention which was conceived or first reduced to practice by a participant of one country during the course of a visit to the other country, the Party of the inventing participant shall own the invention, or dispose of it in accordance with its own laws and procedures, except that it agrees that the host Party shall have a royalty-free, nonexclusive, irrevocable license with the right to sublicense, to practice any such subject invention within the territory of the host Party.

3. The fact that rights in a subject invention are conferred on either Party in accordance with this Memorandum is not meant to give the Party rights in any other inventions that are not subject inventions.

4. Where particular results derived from any activity under this Program may be subject to copyright protection, each Party may in accordance with its own laws and procedures hold or assign copyright in its own territory subject to an irrevocable, royalty-free and nonexclusive license to the other Party to publish, copy, translate and perform such results. Any such copyrighted work shall indicate

the names of all persons who participated in the joint work. Either Party may seek rights in third countries upon timely written notification to the other Party.

5. Each Party is responsible for payment of such awards or compensation that may be required to be paid to its own nationals or others according to its own laws and procedures.

ANNEX II

IMPLEMENTING CONDITIONS FOR THE MEMORANDUM OF UNDERSTANDING
ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION
BETWEEN
THE NATIONAL SCIENCE FOUNDATION
OF THE UNITED STATES OF AMERICA
AND
THE POLISH ACADEMY OF SCIENCES
OF THE POLISH PEOPLE'S REPUBLIC

SECTION I. INTRODUCTION

In accordance with Article III of the cited Memorandum the National Science Foundation (NSF) and the Polish Academy of Sciences (PAN) agree upon the following conditions for the conduct and administration of the Program of Scientific and Technological Cooperation established between them.

SECTION II. CONDUCT OF THE PROGRAM

1. The Parties to the cited Memorandum will be responsible jointly for direct transaction of all matters of Program policy and for the overall coordination of the Program. Each Party shall designate a Program Officer who shall be the principal point of contact for the other Party in the conduct of the business of the Program.

2. The Parties shall receive, evaluate for merit, and insure conformance with the provisions of this Memorandum proposals and applications originating from scientists of their respective sides.

Proposed activities may be incorporated into the Program only upon approval of the Parties to this Memorandum.

3. The Parties will seek to facilitate, through collaboration with appropriate authorities, the granting of visas and other forms of official permission for entry to and exit from their respective national territories of personnel, and to waive the custom duties on equipment and supplies required to carry out an approved activity according to the laws and regulations of each country.

SECTION III. ACTIVITIES OF THE PROGRAM

1. Projects of Cooperative Research will be designed jointly by interested scientists of both countries. Written proposals, based on understandings reached between cooperating scientists, will be submitted by the scientists' institutions to the appropriate national Party, NSF or PAN, for evaluation and determination. The proposal should include a description of the scientific project, the nature of the cooperative activities to be undertaken, a list of the principal participants with biographical and bibliographical data, a budget showing the expected costs, the proposed starting date, and the proposed duration. The proposal shall be submitted as far as possible in advance of the proposed starting date, but at least nine months in advance.

2. Joint Workshops/Seminars will be research-oriented and usually focused on only one topic. They may be held in either country, will normally be limited to about five to ten participants from each country, and will typically be three to five days in duration, and may

include related scientific visits.

Written proposals for seminars should be prepared jointly by scientists or institutions of each country and six copies each submitted to NSF and PAN for evaluation at least six months before the proposed meeting date.

3. Scientific Visits of short duration, usually one month or less, may be made by scientists of one country to the other, to consult, share research experiences, and plan cooperative activities with their scientific colleagues. A written application or proposal outlining the purpose and other details of the intended visit will be prepared by the interested scientist and submitted to the Party in his country for evaluation and determination.

4. The initial emphasis of the Program will be upon workshops and seminars in the research areas preselected by the Parties.

SECTION IV. PROCEDURES

1. Scientists of either country may initiate correspondence or other communication with colleagues of the other country to determine possible interest in developing a cooperative project or other activity. In appropriate cases, NSF or PAN may assist in the identification of specialists of its own country who might have particular research interests sought by a requesting institution on behalf of interested scientists.

2. An application or proposal will be initiated by an interested scientist as set forth in Section III of this Annex, and will be

submitted to the Party in his country in accordance with its established requirements and procedures. The Party will evaluate the application, determine if funding is available, and exchange pertinent information with the other Party, and reach agreement on proposals and applications to be approved.

3. Final agreement on a scientific project, activity, or set of activities or program will be established by an exchange of letters between the Parties. Each such letter will identify the proposed project, activity, or program by title and names of principal cooperating scientists of both sides, and will include an estimate of funds to be allocated by its side to the given project, activity, or program for the period proposed, and the desired duration and starting date.

4. The Parties agree to take all appropriate and neccessary internal measures to achieve the fulfillment of the terms and conditions for each activity as specified in the proposal signed by the authorities of each institution and as formally agreed upon in writing by the Parties.

5. Communications dealing with development, implementation, and performance of the proposed or approved activities should be conducted directly between the proposing or cooperating institutions, i.e., the universities and research institutes.

6. Scientists and their institutions whose proposals or applications have been approved for the Program will be responsible for the performance of the approved activity and for the proper use of

funds. Scientists of each side will be responsible for reporting on the status and progress of their activity through established channels in their country.

SECTION V. FINANCIAL PROVISIONS

1. For all activities under this Program, each side will support the basic costs of the activity within its own territory. This may include, for example, the salaries of its own scientists, technicians, and other support staff, and the cost of domestic travel, supplies, and equipment, including time charges for equipment use.

2. When an exchange of personnel takes place, the receiving side shall additionally provide, or meet the expense of, the following needs of each foreign visitor: lodging, subsistence, domestic transportation connected with the visitor's scientific objectives, and medical and hospital coverage in case of sickness or accident within limits established in Annex III to this Memorandum. Lodging to be provided by the receiving side shall be appropriate to the professional level of the visiting scientist and, as far as possible, to the needs of his accompanying dependents. The receiving side shall provide subsistence and other allowances at rates established in Annex III to the Memorandum.

3. The NSF and the PAN agree to review, on an annual basis, the subsistence allowances provided to American and Polish visiting scientists under this Memorandum and to make any necessary adjustments. Determination of these adjustments will be based upon data provided by the United Nations Monthly Bulletin Statistics.

4. When an exchange of personnel takes place, the sending side shall provide or meet the expenses of the salary and international travel of its own participants.

5. For cooperative projects, joint seminars, and scientific visits, the sending side shall provide round-trip travel for its own participants to the first point of entry in the receiving country.

ANNEX III

SUBSISTENCE AND OTHER ALLOWANCES TO BE SUPPLIED
BY RECEIVING SIDE FOR SUPPORT OF VISITING SCIENTISTS
PARTICIPATING IN PROGRAM OF
SCIENTIFIC AND TECHNOLOGICAL COOPERATION
BETWEEN
THE NATIONAL SCIENCE FOUNDATION
OF THE UNITED STATES OF AMERICA
AND
THE POLISH ACADEMY OF SCIENCES
OF THE POLISH PEOPLE'S REPUBLIC

The National Science Foundation and the Polish Academy of Sciences agree to provide, or meet the expenses of, the following needs of foreign scientists visiting their countries under terms of the Program of Scientific and Technological Cooperation established between them:

(1) lodging appropriate to the professional level of the visiting scientist and, as far as possible, to the needs of his accompanying family, and

(2) subsistence allowance at rates not less than the following:

	In Poland	In U.S.A.
A. Visits of one month or less, per day:	Zloty.....900.....	$.....30.....
B. Visits longer than one month, per month:		
For the visiting scientist	Zloty.....21,000.....	$.....700.....
For the accompanying spouse *	Zloty.....4,500.....	$.....150.....
For each accompanying child *	Zloty.....2,250.....	$.....75.....

The above sums will be paid to the visiting scientist commencing with his first day in the receiving country under the terms of this cooperative Program. The allowance herein provided shall be the net amount received by the visiting scientist, and the taxes on this and other allowances for which the visiting scientist may be liable in the receiving country will be matched by a corresponding increase in funds provided him by the receiving side.

Sickness and accident coverage shall be provided by each side at the following limits:

Medical Expense Accident and Sickness	Zloty 60,000	$2,000
Preparation and Transportation of Remains	Zloty 60,000	$2,000

* For dependents remaining with the foreign visitor in the receiving country for a period of five months or more. [Footnote in the original.]

UNION OF SOVIET SOCIALIST REPUBLICS

Oceanography: Cooperation in Studies of the World Ocean

Agreement extending the agreement of June 19, 1973, as amended and extended.
Effected by exchange of notes
Dated at Moscow December 14 and 15, 1981;
Entered into force December 15, 1981.

The American Embassy to the Soviet Ministry of Foreign Affairs

No. MFA/263/81

The Embassy of the United States of America calls the attention of the Ministry of Foreign Affairs of the Union of Soviet Socialist Republics to the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in Studies of the World Ocean of June 19, 1973, which was extended by mutual agreement on June 19, 1978 and on December 15, 1978,[1] and expires December 15, 1981. The provisions of Article 8, Paragraph 1 state: "This Agreement shall remain in force until December 15, 1981. It may be modified or extended by mutual agreement of the parties."

The U. S. side proposes that the Agreement be extended until December 15, 1984.

If the foregoing is acceptable to the Soviet side, the U. S. side proposes that this note and the Ministry's confirmation constitute an agreement between the two parties for this purpose.

Embassy of the United States of America,

Moscow, U. S. S. R., December 14, 1981

[1] TIAS 7651, 9008, 9349; 24 UST 1452; 29 UST 3226; 30 UST 2504.

The Soviet Ministry of Foreign Affairs to the American Embassy

МИНИСТЕРСТВО
ИНОСТРАННЫХ ДЕЛ СССР

№ 73/осша

Министерство Иностранных Дел Союза Советских Социалистических Республик подтверждает получение ноты Посольства Соединенных Штатов Америки № МФА 263/81 от 14 декабря 1981 года следующего содержания:

"Посольство Соединенных Штатов Америки обращает внимание Министерства Иностранных Дел Союза Советских Социалистических Республик на Соглашение между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о сотрудничестве в области исследования Мирового океана от 19 июня 1973 года, которое было продлено по взаимному согласию 19 июня 1978 года и 15 декабря 1978 года и истекает 15 декабря 1981 года. Положения пункта 1 статьи 8 гласят: "Настоящее Соглашение будет оставаться в силе до 15 декабря 1981 года. Оно может быть изменено или продлено по взаимному согласию сторон".

Американская сторона предлагает продлить Соглашение до 15 декабря 1984 года.

Если вышеизложенное приемлемо для советской стороны, то американская сторона предлагает, чтобы эта нота и подтверждение Министерства явились Соглашением между двумя сторонами для этой цели."

Министерство Иностранных Дел Союза Советских Социалистических Республик сообщает о согласии советской стороны с предложением, содержащимся в упомянутой ноте Посольства Соединенных Штатов Америки, и исходит из того, что нота Посольства и настоящий ответ на нее составляют Соглашение между сторонами по этому вопросу.

Москва, 15 декабря 1981 года

ПОСОЛЬСТВУ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ
г.Москва

TRANSLATION

MINISTRY OF FOREIGN AFFAIRS
OF THE USSR

No. 73/dusa

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics confirms receipt of note No. MFA/263/81 of the Embassy of the United States of America, dated December 14, 1981, which reads as follows:

[For the English language text, see p. 4433.]

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics advises that the Soviet side is in agreement with the proposal contained in the aforementioned note of the Embassy of the United States of America and considers that the Embassy's note and this reply to it constitute an Agreement between the sides on this matter.

Moscow, December 15, 1981

[SEAL]

Embassy of the
United States of America,
Moscow

MULTILATERAL

International Health Regulations: Additional Regulations Amending the Regulations of July 25, 1961, as Amended

Adopted by the Thirty-fourth World Health Assembly at Geneva May 20, 1981;
Entered into force January 1, 1982.

THIRTY-FOURTH WORLD HEALTH ASSEMBLY..... WHA34.13

20 May 1981

AMENDMENT OF THE INTERNATIONAL HEALTH REGULATIONS (1969)

The Thirty-fourth World Health Assembly,

Recalling resolution WHA33.3, which declares solemnly that the world and all its peoples have won freedom from smallpox;

Considering that, in consequence, the time has come for smallpox no longer to be included among the diseases subject to the International Health Regulations (1969), as amended by the Additional Regulations adopted on 23 May 1973; [1] *

Recalling the amendments relating to Articles 18, 19, paragraph 2(e), and 47, paragraph 2, kept in abeyance in accordance with resolution WHA27.45; [2]

Having examined the report forwarded to it by the Executive Board at its sixty-seventh session;

Having regard to Articles 2(k), 21(a) and 22 of the Constitution;**

1. Decides that smallpox shall no longer be included among the diseases subject to the International Health Regulations (1969), as amended by the Additional Regulations adopted on 23 May 1973;

2. Includes smallpox among the diseases under international surveillance in accordance with resolution WHA22.47, the provisions of which apply in view of the global eradication of smallpox;

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*TIAS 7026, 7786; 21 UST 3003; 25 UST 197.

** Done July 22, 1946. TIAS 1808; 62 Stat. 2681; 4 Bevans 121. [Footnotes added by the Department of State.]

[1] International Health Regulations (1969), second annotated edition, Geneva, World Health Organization, 1974.

[2] WHO Official Records, No. 217, 1974, pp. 21, 71 and 81.

3. ADOPTS, this twentieth day of May 1981, the following Additional Regulations:

ARTICLE I

The International Health Regulations (1969) are amended as follows:

PART I—DEFINITIONS

Article 1

"diseases subject to the Regulations". Delete the words "smallpox, including variola minor (alastrim)", so that the definition reads as follows:

"'diseases subject to the Regulations' (quarantinable diseases) means cholera, including cholera due to the eltor vibrio, plague, and yellow fever;"

PART II—NOTIFICATIONS AND EPIDEMIOLOGICAL INFORMATION

Article 7

Paragraph 2, subparagraph (a). Delete the word "smallpox", so that the subparagraph reads as follows:

"(a) in the case of plague or cholera, a period of time equal to at least twice the incubation period of the disease, as hereinafter provided, has elapsed since the last case identified has died, recovered or been isolated, and there is no epidemiological evidence of spread of that disease to any contiguous area;"

PART III—HEALTH ORGANIZATION

Article 18

Delete, and renumber Article 19 and succeeding articles throughout the Regulations.

Article 19

Paragraph 2, subparagraph (e). Delete the words "for vaccination against smallpox, and facilities within the airport" and "cholera and", so that the subparagraph reads as follows:

"(e) facilities within the airport or available to it for vaccination against yellow fever."

PART IV—HEALTH MEASURES AND PROCEDURE

Chapter V—Measures concerning the International Transport of Cargo, Goods, Baggage, and Mail.

Article 47

Paragraph 2. Delete the words "Apart from the measures provided for in Article 64," so that the paragraph reads as follows:

"2. Goods, other than live animals, in transit without transshipment shall not be subject to health measures or detained at any port, airport, or frontier."

PART V—SPECIAL PROVISIONS RELATING TO EACH OF THE DISEASES SUBJECT TO THE REGULATIONS

Chapter IV—Smallpox

Delete, and renumber Article 83 and succeeding articles accordingly, throughout the Regulations.

PART VI—HEALTH DOCUMENTS

Appendix 3—International Certificate of Vaccination or Revaccination against Smallpox.

Delete, and renumber Appendices 4 and 5 accordingly, throughout the Regulations.

Appendix 4—Maritime Declaration of Health

Health questions, No. 1. Delete the word "smallpox" so that the question reads as follows:

"1. Has there been on board during the voyage* any case or suspected case of plague, cholera, or yellow fever? Give particulars in Schedule."

ARTICLE II

The period provided, in the execution of Article 22 of the Constitution of the Organization, for rejection or reservation shall be six months from the date of the notification by the Director-General of the adoption of these Additional Regulations by the World Health Assembly.

ARTICLE III

These Additional Regulations shall come into force on the first day of January 1982.

ARTICLE IV

The following final provisions of the International Health Regulations (1969) shall apply to these Additional Regulations: paragraph 3 of Article 94; paragraphs 1 and 2 and the first sentence of paragraph 5 of Article 95; Article 96; Article 97, substituting the date mentioned in Article III of these Additional Regulations for that mentioned therein; and Articles 98 to 101 inclusive.

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*If more than four weeks have elapsed since the voyage began, it will suffice to give particulars for the last four weeks. [Footnote unchanged.]

IN FAITH WHEREOF we have set our hands at Geneva this twentieth day of May 1981.

DR. M. VIOLAKI-PARASKEVA

President of the
Thirty-fourth World Health Assembly

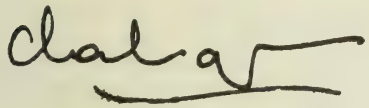
H. MAHLER, M.D.

Director-General of the
World Health Organization

(adopted at the Fourteenth plenary meeting,
20 May 1981—A34/VR/14)

Certificate

The above constitutes a true copy of resolution WHA34.13 amending the International Health Regulations (1969)



Claude-Henri Vignes
Director, Legal Division

TRENTE-QUATRIEME ASSEMBLEE MONDIALE DE LA SANTE.. WHA34.13

20 MAI 1981

AMENDEMENTS AU REGLEMENT SANITAIRE INTERNATIONAL (1969)

La Trente -Quatrième Assemblée mondiale de la Santé,

Rappelant la résolution WHA33.3, qui déclare solennellement que tous les peuples du monde sont désormais libérés de la variole;

Estimant qu'en conséquence le moment est venu de ne plus faire figurer la variole parmi les maladies soumises au Règlement sanitaire international (1969), amendé par le Règlement additionnel adopté le 23 mai 1973;[1]

Rappelant les amendements relatifs aux articles 18, 19, paragraphe 2 e), et 47, paragraphe 2, laissés en suspens conformément à la résolution WHA27.45;[2]

Ayant examiné le rapport que le Conseil exécutif lui a transmis à sa soixante-septième session;

Vu les articles 2 k), 21 a) et 22 de la Constitution;

1. DECIDE que la variole ne devra plus figurer parmi les maladies soumises au Règlement sanitaire international (1969), amendé par le Règlement additionnel adopté le 23 mai 1973;

2. INCLUT la variole dans les maladies sous surveillance internationale, conformément à la résolution WHA22.47, dont les dispositions sont applicables compte tenu de l'éradication mondiale de la variole;

3. ADOPTE, le 20 mai 1981, le Réglement additionnel suivant;

ARTICLE I

Le Règlement sanitaire international (1969) est modifié comme suit:

TITREI—DEFINITIONS

Article 1

"maladies soumises au Règlement". Supprimer le membre de phrase: "la variole, y compris la variole mineure (alastrim)", de manière que la définition soit libellée comme suit:

" 'maladies soumises au Règlement' (maladies quarantenaires) désigne le choléra, y compris le choléra eltor, la fièvre juane la peste;"

[1] Règlement sanitaire international (1969), deuxième édition annotée, Genève, Organisation mondiale de la Santé, 1974.

[2] OMS, Actes officiels, No. 217, 1974, pp. 21, 71 et 81.

TITRE II—NOTIFICATIONS ET RENSEIGNEMENTS EPIDEMIOLOGIQUES

Article 7

Paragraphe 2, lettre a). Supprimer le terme "variole", de manière que l'alinéa soit ainsi libellé:

"a) en cas de peste ou de choléra, il s'est écoulé, après le décès, la guérison ou l'isolement du dernier cas constaté, un laps de temps ou moins égal au double de la période d'incubation telle que déterminée dans le présent Règlement, et que n'existent pas de signes épidémiologiques d'extension de la maladie à une zone contiguë";

TITRE III—ORGANISATION SANITAIRE

Article 18

Supprimer l'article 18 et renuméroter en conséquence les articles 19 et suivants jusqu'à la fin du Règlement.

Article 19

Paragraphe 2, lettre e). Supprimer les passages suivants: "pour la vaccination contre la variole à l'intérieur de l'aéroport et", "des moyens nécessaires" et "contre le choléra et", de manière que l'alinéa soit ansi libellé:

"e) des moyens nècessaires, soit à l'intérieur soit à l'extérieur de l'aéroport, pour la vaccination contre la fièvre jaune".

TITRE IV—MESURES ET FORMALITES SANITAIRES

Chapitre V—Mesures concernant le transport international des cargaisons, des marchandises, des bagages et du courrier.

Article 47

Paragraphe 2. Supprimer le membre de phrase: "Sous réserve des measures prévues à l'article 64,", de manière que le paragraphe soit ainsi libellé:

"2. Les marchandises, autres que les animaux vivants, qui passent en transit sans transbordement ne sont soumises à aucune mesure sanitaire ni retenues aux ports, aéroports ou staions frontières."

TITRE V—DISPOSITIONS PROPRES A CHACUNE DES MALADIES SOUMISES AU REGLEMENT

Chapitre IV—Variole

Supprimer le chapitre IV et renuméroter en conséquence les articles 83 et suivants jusqu' à la fin du Règlement.

TITRE VI—DOCUMENTS SANITAIRES

Appendice 3—Certificat international de vaccination ou de revaccination contre la variole

Supprimer l'appendice 3 et renuméroter les appendices 4 et 5 en conséquence, dans tout le Règlement.

Appendice 4—Déclaration maritime de anté

Questionnaire de santé, question No. 1. Supprimer le terme "variole", dé manière que la question soit ainsi libellée :

"1. Y a-t-il eu à bord, en cours de voyage,* un cas (ou une présomption) de peste, de choléra ou de fièvre jaune? Donner les détails dans le tableau."

ARTICLE II

Le délai prévu conformément à l'article 22 de la Constitution de l'Organisation pour formuler tout refus ou réserve est de six mois à compter de la date de notification, par le Directeur général, de l'adoption du présent Règlement additionnel par l'Assemblée mondiale de la Santé.

ARTICLE III

Ce Règlement additionnel entrera en vigueur le premier jour de janvier 1982.

ARTICLE IV

Les dispositions finales suivantes du Règlement sanitaire international (1969) s'appliqueront à ce Règlement additionnel: paragraphe 3 de l'article 94; paragraphes 1 et 2 et première phrase du paragraphe 5 de l'article 95; article 96; article 97, en remplacant la date d'entrée en vigueur par celle qui est mentionnée à l'article III de ce Règlement additionnel; et articles 98 à 101 inclus.

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*S'il s'est écoulé plus quatre semaines depuis le début du voyage, il suffira de donner des renseignements pour les quatre dernières semaines. [Note de bas de page inchangée].

EN FOI DE QUOI, nous avons apposé nos signatures à Genève ce 20 mai 1981.

DR M. VIOLAKI-PARASKEVA

Président de la Trente-Quatrième Assemblée mondiale de la Santé

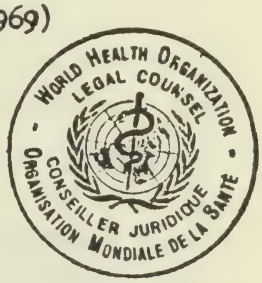
DR H. MAHLER

Directeur général de l'Organisation mondiale de la Santè

(adoptée à la quatorzième séance plénière, 20 mai 1981—A34/VR/14)

Copie certifiée conforme de la résolution WHA34.13 amendant le Réglement sanitaire international (1969)

Claude-Henri Vignes
Directeur de la Division juridique



COLOMBIA

Defense: Security of Military Information

Agreement effected by exchange of notes
Signed at Bogota December 16, 1981;
Entered into force December 16, 1981.

The American Chargé d'Affaires ad interim to the Colombian Minister of Defense

No. 957 Bogotá, December 16, 1981

Dear Mr. Minister:

The Charge d'Affaires, a.i., of the United States of America, presents his compliments to His Excellency the Minister of Defense of the Republic of Colombia, and has the honor to propose the conclusion, by exchange of notes, of the following Agreement respecting the General Security of Information:

"The Government of the United States of America and the Government of the Republic of Colombia, duly represented by the Charge d'Affaires, ad interim, of the United States of America in Bogota and the Minister of Defense of the Republic of Colombia, recognizing the longstanding friendship between our two governments and seeking to promote mutual military cooperation, have entered into this Agreement governing the protection of classified information communicated directly or indirectly between our two governments:

1. All classified military information communicated directly or indirectly between our two governments shall be protected in accordance with the following principles:

His Excellency
General Luis Carlos Camacho Leyva
Minister of Defense of the Republic of Colombia
Bogota, D. E.

a. The recipient government will not release the information to a third government or any other party without the approval of the releasing government;

b. The recipient government will afford the information a degree of protection equivalent to that afforded it by the releasing government;

c. The recipient government will not use the information for other than the purpose for which it was given; and

d. The recipient will respect private rights such as patents, copyrights, or trade secrets which are involved in the information.

2. Classified military information and material shall be transferred only on a government-to-government basis and only to persons who have appropriate security clearance for access to it.

3. For the purpose of this Agreement, classified military information is that official military information which in the interests of national security of the releasing government, and in accordance with applicable national laws and regulations, requires protection against unauthorized disclosure and which has been designated as classified by appropriate security

authority. This embraces any classified information, be it oral, visual, or in the form of material. Material may be any document, product, or substance on, or in which, information may be recorded or embodied. Material shall encompass everything regardless of its physical character or makeup including but not limited to, documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, and letters; as well as all other products, substances, or items from which information can be derived.

4. Information classified by either of our two governments and furnished by either government to the other through government channels will be assigned a classification by appropriate authorities of the receiving government which will assure a degree of protection equivalent to that required by the government furnishing the information.

5. This Agreement shall apply to all exchanges of classified military information between all agencies and authorized officials of our two governments. However, this Agreement shall not apply to classified information for which separate security agreements and arrangements already have been concluded. Details regarding channels of communication and application of the foregoing principles shall be the subject of

such technical arrangements (including an Industrial Security Arrangement) as may be necessary between appropriate agencies of our respective governments.

6. Each government will permit security experts of the other government to make periodic visits to its territory, when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified military information provided to it by the other government. Each government will assist such experts in determining whether such information provided to it by the other government is being adequately protected.

7. The recipient government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating country has been lost or disclosed to unauthorized persons. The responsible government agency of the originating country will without delay be fully advised of such occurrences and of the final findings and corrective action taken to preclude recurrences.

8. a. In the event that either government or its contractors award a contract involving classified military information for performance within the territory of the other government, then the government of the country in which performance under contract

is taking place will assume responsibility for administering security measures within its own territory for the protection of such classified information, in accordance with its own standards and requirements.

b. Prior to the release to a contractor or prospective contractor of any classified military information received from the other government, the recipient government will:

(1) insure that such contractor or prospective contractor and his facility have the capability to protect the information adequately;

(2) grant to the facility an appropriate security clearance to this effect;

(3) grant appropriate security clearance for all personnel whose duties require access to the information;

(4) insure that all persons having access to the information are informed of their responsibilities to protect the information, in accordance with applicable laws;

(5) carry out periodic security inspections of cleared facilities;

(6) assure that access to the military information is limited to those persons who have a need to know for official purposes. A request for authorization to visit a facility when access to the classified military information is involved will be submitted to the appropriate department or agency of the government of the country where the facility is located by an agency designated for this purpose by the other government; this request will include a statement of the security clearance, the official status of the visitor, and the reason for the visit. Blanket authorizations for visits over extended periods may be arranged. The government to which the request is submitted will be responsible for advising the contractor of the proposed visit and for authorizing the visit to be made.

9. Costs incurred in conducting security investigations or inspections required hereunder will not be subject to reimbursement."

If the foregoing is agreeable to His Excellency the Minister of Defense of the Republic of Colombia, the undersigned proposes that this note, together with His Excellency's reply to that effect shall constitute a General Security of Information Agreement between the Republic of Colombia and the United States of America, effective the date of His Excellency's reply.

The Charge d'Affaires, ad interim, of the United States of America in Bogota avails himself of this opportunity to renew to His Excellency the Minister of Defense of the Republic of Colombia assurances of his highest consideration,

Alexander F. Watson

Alexander F. Watson
Charge d'Affaires, a.i.

The Colombian Minister of Defense to the American Chargé d'Affaires ad interim

REPUBLICA DE COLOMBIA

MINISTERIO DE DEFENSA NACIONAL

DESPACHO

Bogotá, D. E. 16 de Diciembre de 1.981

El suscrito Ministro de Defensa Nacional de la República de Colombia tiene el honor de tomar conocimiento de una nota fechada el día de hoy del Encargado de Negocios, ad interim, de los Estados Unidos de América, proponiendo la conclusión, a través de un cambio de notas, del siguiente Acuerdo respecto a la Seguridad General de Información:

"El Gobierno de la República de Colombia y el Gobierno de los Estados Unidos de América, debidamente representados por el Ministro de Defensa de la República de Colombia y por el Encargado de Negocios, ad interim, de los Estados Unidos de América en Bogotá, reconociendo la estrecha amistad entre nuestros dos gobiernos y buscando promover la cooperación militar mutua, han celebrado este Acuerdo que regula la protección de información clasificada que se comunica, directa o indirectamente, entre nuestros dos gobiernos:

1. Toda la información militar clasificada, comunicada directa o indirectamente entre nuestros dos gobiernos, será protegida de -

Al Señor Alexander F. Watson,
Encargado de Negocios, a. i.
Embajada de los Estados Unidos de América,
Bogotá, D. E.

acuerdo con los siguientes principios:

a. El gobierno receptor no divulgará la información a un tercer gobierno ni a otras partes sin la aprobación del gobierno informante;

b. El gobierno receptor proporcionará a la información la protección equivalente a la suministrada por el gobierno informante;

c. El gobierno receptor no usará la información para propósito diferente a aquel para el cual fue suministrada; y

d. El receptor respetará derechos particulares como patentes, propiedades literarias, o secretos comerciales comprendidos en la información.

2. La información y el material militar clasificados se transmitirán solamente en una base gobierno a gobierno, y únicamente a personas que cuenten con la habilitación de seguridad apropiada para tener acceso a ella.

3. Para el propósito de este Acuerdo, la información militar clasificada es aquella información militar oficial que, dentro de los intereses de la seguridad nacional del gobierno informante, y de acuerdo con las leyes y regulaciones nacionales pertinentes, requiere protección contra revelación no autorizada y la cual ha sido designada como clasificada por las autoridades de seguridad apropiadas. Esto incluye cualquier información restringida, sea oral, visual o en forma de material.

Material puede ser cualquier documento, producto o substancia en el cual la información pueda ser grabada o incorporada. Material comprenderá todo, cualquiera que sea su carácter físico o su composición, incluyendo pero no limitándose, a documentos, escritos, implementos en hierro, equipos, maquinaria, aparatos, artefactos, modelos, fotografías, grabaciones, reproducciones, notas, dibujos, planos, prototipos, diseños, configuraciones, mapas y cartas; así como toda clase de productos, substancias o artículos de donde se pueda derivar información.

4. La información clasificada por cualquiera de nuestros dos gobiernos y suministrada por cualquier gobierno al otro a través de canales gubernamentales, será clasificada por autoridades apropiadas del gobierno receptor, lo cual asegurará un grado de protección equivalente al requerido por el gobierno proveedor de la información.

5. Este Acuerdo regirá para todos los intercambios de información militar clasificada entre todas las agencias y oficiales autorizados en nuestros dos gobiernos. Sin embargo, este Acuerdo no se aplicará a información restringida para la cual ya se hayan concluído acuerdos y convenios diferentes. Los detalles relacionados con canales de comunicación y la aplicación de los principios anteriormente mencionados serán el tema de todos los convenios técnicos (incluyendo un Acuerdo de Seguridad Industrial) que puedan ser necesarios entre las agencias apropiadas de nuestros gobiernos respectivos.

6. Cuando sea mutuamente conveniente, cada gobierno permitirá que expertos en seguridad del otro país realicen visitas periódicas a su territorio, con el fin de discutir con sus autoridades de seguridad sus procedimientos y facilidades para la protección de la información militar clasificada que le ha suministrado el otro gobierno. Cada gobierno ayudará a dichos expertos a determinar si la información suministrada por el otro gobierno está siendo protegida adecuadamente.

7. El gobierno receptor investigará todos los casos en que se sepa que la información militar clasificada del país de origen ha sido extraviada o revelada a personas no autorizadas; así como los casos en que existan bases para sospechar sobre un tal acontecimiento. Sin reservas e inmediatamente se avisará sobre los acontecimientos a la agencia responsable del gobierno del país de origen, como también acerca de las conclusiones finales y la acción correctiva tomada con el propósito de evitar se repita el hecho.

8. a. En el caso de que cualquiera de los dos gobiernos o sus contratistas concedan un contrato que incluya información militar restringida para ser ejecutado dentro del territorio del otro gobierno, el gobierno del país donde tiene lugar la ejecución bajo contrato asumirá la responsabilidad de la administración de las medidas de seguridad en su propio territorio para la protección de dicha información clasificada, de acuerdo a sus propias normas y requisitos.

b. Antes de la divulgación a un contratista o a un posible con-

tratista de cualquier información militar restringida recibida del otro gobierno, el gobierno receptor:

(1) verificará que el contratista o posible contratista y sus facilidades dispongan de la capacidad de proteger la información adecuadamente;

(2) a este efecto, concederá a la facilidad la habilitación de seguridad apropiada;

(3) concederá la habilitación de seguridad apropiada a todas las personas cuyas funciones impliquen acceso a la información;

(4) verificará que todas las personas con acceso a la información estén ilustradas acerca de su responsabilidad de proteger dicha información, de acuerdo con las leyes pertinentes;

(5) llevará a cabo periódicamente inspecciones de seguridad de las facilidades autorizadas;

(6) asegurará que el acceso a la información militar sea limitado a aquellas personas que, para propósitos oficiales, tengan necesidad de conocerla. Una solicitud de autorización para visitar la facilidad cuando esté involucrado el acceso a la información militar restringida será sometida al departamento o agencia apropiada del gobierno del país donde está ubicada la facilidad, por una agencia designada para este objeto por el otro gobierno. Dicha solicitud incluirá una declaración de la habilitación de seguridad, la posición oficial del visitante

y la razón para efectuar la visita. Pueden convenirse autorizaciones generales para visitas por períodos prolongados. El gobierno que recibe la solicitud tendrá la responsabilidad de notificar al contratista acerca de la visita propuesta, con el fin de autorizar dicha visita.

9. No serán reembolsables los costos ocasionados por la conducción de las investigaciones o inspecciones de seguridad requeridas por este Acuerdo."

En Acuerdo materia de la nota del Encargado de Negocios, ad interim, de los Estados Unidos de América, ha sido encontrado satisfactorio por el Ministro de Defensa Nacional de la República de Colombia, quien da por entendido que este Acuerdo concluye con este intercambio de notas.

Le ruego aceptar los sentimientos de mi más alta consideración,

General Luis Carlos Camacho Leyva
Ministro de Defensa Nacional

TRANSLATION

REPUBLIC OF COLOMBIA

Ministry of National Defense

Bogotá, D.E.

December 16, 1981

No. 8729

The undersigned, the Minister of Defense of the Republic of Colombia, has the honor to acknowledge and take cognizance of a note of this date from the Chargé d'Affaires, ad interim, of the United States of America, proposing the conclusion by exchange of notes of the following Agreement respecting the General Security of Information:

[For the English language text, see pp. 4445-4450.]

The Agreement set forth in the Chargé d'Affaires' note is satisfactory to the Minister of Defense of the Republic of Colombia, who understands such Agreement to be concluded by this exchange of notes.

Accept, Sir, the renewed assurances of my highest consideration,

General Luis Carlos Camacho Leyva
Minister of Defense

Mr. Alexander F. Watson
Chargé d'Affaires, ad interim,
Embassy of the United States of America,
Bogotá, D.E.

COLOMBIA

Trade: Tokyo Round of the Multilateral Trade Negotiations

Memorandum of understanding signed at Bogota April 23, 1979;
Entered into force October 3, 1981.
With related letters
Signed at Washington January 28 and June 30, 1980.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE DELEGATONS OF
COLOMBIA AND THE UNITED STATES OF AMERICA
TO THE MULTILATERAL TRADE NEGOTIATIONS

April 23, 1979

1. This Memorandum, which supersedes that of March 30, 1979,[1] sets forth the mutual trade concessions and contributions to the Multilateral Trade Negotiations agreed to by the two delegations for submission to their respective Governments for approval. Colombia, in accordance with the provisions of the Tokyo Declaration,[2] is willing to make contributions to the MTN consistent with its level of economic development and its regional commitments. Moreover, the United States recognizes as part of Colombia's contribution, the Andean Group global offer presented to participating countries of the MTN on June 27, 1978.

2. Implementation of this understanding is dependent on the contingencies set forth in the following sections:

A. All tariff concessions will be bound and granted on a most-favored-nation basis within the framework of the GATT.[3]

B. The United States is prepared to respond to tariff requests by Colombia with tariff reductions as set forth in schedule A.

[1] Not printed.
[2] *Department of State Bulletin*, Oct. 8, 1973, p. 450.
[3] General Agreement on Tariffs and Trade. TIAS 1700; 61 Stat., pts. 5 and 6.

C. Colombia is prepared to respond to tariff requests of the United States with bindings as set forth in schedule B. These concessions will be accepted by the United States as the tariff contribution of Colombia toward its accession to the General Agreement on Tariffs and Trade and will be annexed to the protocol of accession.[1]

D. It is understood that no measure shall be adopted or modified by either Government adversely affecting the concessions granted in this understanding which is inconsistent with the provisions of GATT. In this regard the United States takes note of Colombia's response to its requests concerning licensing that licenses are automatically granted upon application and on a non-discriminatory basis on the products listed in schedule B and those products listed below:

01.02.01.00	Live purebred bovines
01.02.89.00	Other live bovines
01.03.01.00	Live purebred pigs
01.03.89.00	Other live pigs
16.02.89.02	Prepared and preserved meat of fowl
20.06.01.99	Other preserved fruits

3. Any problem affecting the implementation of the concessions contemplated by this agreement shall be resolved through bilateral consultation and negotiation.

[1] Done Nov. 28, 1979. TIAS 10121; *ante*, p. 1433.

4. The provisions of the Memorandum of Understanding upon approval by both Governments shall take effect on a mutually agreed date.[1]

For the Delegation of Colombia

Edgard Moncayo Jiménez
Director of INCOMEX

For the Delegation of the United States of America

George H. Thigpen
Counselor for Economic/
Commercial Affairs
Embassy of the United
States of America

[1] Oct. 3, 1981.

ANNEX

SCHEDULE A

TSUS	Short Description	Offer 1/
192.20	Cut flowers	8.0%
302.30-39	Cotton Yarns	
	No. 30-39	8.8-9.7%
331.20-29	Woven fabrics,	
	colored No. 20-29	12.4-13.4%
346.10	Other corduroy	23.0%
382.0014	Cotton dresses, girls	
	and infants	14.0%
382.0202	Womens, girls wool	
	wearing apparel certified	
	handloom/folklore product	17.0%
382.0462	Womens/girls raincoats	30.0%
382.0645	Other dressing gowns	8.4%

1/ U.S. General Offer of January 15, 1978 with subsequently modified rates. [Footnote in the original.]

ANNEX

SCHEDULE B

Nabandina	Short Description	Offer
07.05.89.01	Dried peas	15%
07.05.89.03	Dried lentils	15%
08.06.00.01	Fresh apples	20%
29.02.01.06	Chlorofloromethane	30%
29.06.01.01	Phenol	30%
29.14.02.43	Vinyl acetate monomer	30%
29.15.21.51	Dimethyl Lerephthalate	30%
38.19.02.01	Dodocyclbenzine	30%
40.02.02.01	Synthetic rubber (Styrene-butadiene)	30%
40.02.02.02	Synthetic rubber (Polibutadiene)	30%
82.03.04.00	Tinsnips	40%
90.28.02.99	Other instruments, aparatus and machines of positions 90.14, 90.15, 90.16, 90.22 90.23, 90.24, 90.25 and 90.27, electrical or electronic: Manometers	45%

[RELATED LETTERS]

OFFICE OF THE SPECIAL REPRESENTATIVE
FOR TRADE NEGOTIATIONS
EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON
20506

January 28, 1980

His Excellency
Virgilio Barco
Ambassador of the
Embassy of Colombia
2118 Leroy Place, N.W.
Washington, D.C. 20008

Dear Mr. Ambassador:

I refer to the Memorandum of Understanding of April 23, 1979 agreed upon during the Multilateral Trade Negotiations.

The United States proposes that this Memorandum, the tariff provisions of which have generally been embodied in Schedule XX (United States) to the Geneva (1979) Protocol [1] or in Schedule LXXVI (Colombia) to the Protocol for the Accession of Colombia, take effect (pursuant to paragraph 4 thereof) as an agreement between our two Governments as contracting parties to GATT when both such schedules have become schedules to GATT. Please advise me whether your Government agrees to the above effective date. My Government intends to notify the April 23 Memorandum to the GATT Secretariat.

Sincerely,

Robert C. Cassidy, Jr.

Robert C. Cassidy, Jr.
General Counsel

[1] TIAS 9629; 31 UST 3913.

EMBAJADA DE COLOMBIA
WASHINGTON, D. C.

June 30, 1980

N° 2976

Mr. Robert Cassidy
General Counsel
Office of the Special Representative
for Trade Negotiations
Executive Office of the President
Washington.,D.C. 20506

Dear Mr. Cassidy:

With reference to your letter of June 12, concerning the entering into effect of the Memorandum of Understanding signed between our two governments on April 23, 1979, I hereby transmit the reply we have received from the Director of the Colombian Institute for Foreign Trade, with whom we consulted this matter:

> The negotiations carried out between the Government of the United States and the Government of Colombia during the first months of 1979 which resulted in the Memorandum of Understanding of April 23, 1979, and the accompanying schedules, partially comprised Colombia's contribution to the MTN. However, their main objective was to define the tariff concessions Colombia would grant the United States as part of its accession to the GATT.
> Consequently, both the Memorandum and Colombia's schedule, will enter into effect for Colombia simultaneously with the Protocol for the Accession of Colombia to the Gatt, that is 30 days after the instruments of ratification have been deposited.

According to our constitution, international agreements require the approval of Congress. For this reason, the text of the Protocol for the Accession of Colombia signed on April 17, 1980, will be presented for the consideration of Congress during the sessions that will commence on July 20 of this year.

Sincerely,

Virgilio Barco,
Colombian Ambassador

PHILIPPINES

Trade: Tokyo Round of the Multilateral Trade Negotiations

Agreement signed at Manila October 30, 1979;
Entered into force October 30, 1979.
With related letters
Signed at Washington January 28 and February 4, 1980.

TRADE AGREEMENT

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES

The Government of the United States of America and the Government of the Republic of the Philippines, have, through their respective plenipotentiaries, reached the following agreement on the trade concessions and contributions exchanged between them within the framework of the Declaration of Ministers in Tokyo on September 14, 1973 otherwise known as the Multilateral Trade Negotiations.[1]

ARTICLE I

Articles, the growth, produce, or manufacture of the Philippines enumerated in Schedules I and I-A, annexed to this agreement and made a part thereof, subject to the conditions specified herein, shall be upon importation into the United States subject to customs duties not in excess of those set forth in the said schedules on and after the dates specified therein.

ARTICLE II

Articles, the growth, produce, or manufacture of the United States enumerated in Schedules II and II-A annexed to this agreement and made a part thereof, subject to the conditions specified herein, shall be upon importation into the Philippines, subject to customs duties not in excess of those set forth in the

[1] *Department of State Bulletin*, Oct. 8, 1973, p. 450. [Footnote added by the Department of State.]

said schedules on and after the dates specified therein.

The tariff concessions on the articles enumerated in Schedules II and II-A shall be acceptable to the United States as the tariff contribution of the Philippines towards its accession to the General Agreement on Tariffs and Trade (GATT)[1] which will be annexed to the Protocol of Accession.

ARTICLE III

All the tariff concessions enumerated in the Schedules shall be incorporated in each country's GATT schedule.

ARTICLE IV

No measure shall be adopted or modified by either Government adversely affecting the concessions granted in the Schedules which is inconsistent with the provisions of the General Agreement on Tariffs and Trade. The United States takes note that the Philippines, as part of its accession to the General Agreement on Tariffs and Trade, has provided a list of products which cannot be freely imported.

ARTICLE V

Any problem affecting the implementation of the concessions in the Schedules shall be resolved through consultation and negotiations.

ARTICLE VI

The United States agrees to reexamine the requests of the Philippines for tariff concessions on scrap tobacco (TSUS 170.6020)

[1] TIAS 1700; 61 Stat., pts. 5 and 6. [Footnote added by the Department of State.]

in the light of the total Multilateral Trade Negotiations package.

ARTICLE VII

This agreement shall enter into force upon its signature.

DONE in two (2) original copies, each copy in English and Pilipino, both texts being equally authentic, at Manila, this 30th day of October 1979.

FOR THE: [1]
UNITED STATES OF AMERICA

FOR THE: [2]
REPUBLIC OF THE PHILIPPINES

[SEAL]

[1] Richard W. Murphy.
[2] Manuel Collantes. [Footnote added by the Department of State.]

SCHEDULE I

	TSUS	Short Description	Present Rate	Final Rate a/	1980	JANUARY 1 1981	1982	1983	1984
1)	112.01	Anchovies, not in oil, in airtight containers N/O 15 lbs. each	12.5%	5.0%	9.5%	6.5%	5.0%		
2)	145.08	Coconut meat, except copra, shredded and dessicated	1¢/lb.	Free	Free				
3)	146.44	Bananas, not fresh or dried, otherwise prepared	7.5%	3.0%	4.5%	3%			
4)	176.17	Coconut oil	1¢/lb.	Free	0.25¢/lb.	Free			
5)	202.40	Lumber, Philippine mahogany, lauan, etc.	75¢/1000 ft board measure	Free	Free				
6)	206.95	Mahogany, household utensils	14.0%	7.0%	11.0%	8.0%	7.0%		
7)	240.02	Philippine mahogany, lauan veneers	10.0%	4.0%	7.0%	4.0%			
8)	240.17	Plywood, whether or not face finished:							
		Not face finished, or face finished with a clear or transparent material which does not obscure the grain, texture, or markings of the face ply:							
		With a face ply of Philippine mahogany (almon (Shorea almon), bagtikan (Parashorea plicata), red lauan (Shorea negrosensis), white lauan (Pentacme contorta and P. mindanensis), mayapis (Shorea squamata), tangile (Shorea polysperma) and tiaong (Shorea spp.))	20%	8.0%	17.0%	14.0%	12.0%	10.0%	8.0%

a/ This rate shall be staged-in as set forth in the succeeding columns.

	TSUS	Short Description	Present Rate	Final Rate[a]	JANUARY 1 1980	1981	1982	1983	1984
9)	240.38	Wood veneer panels, veneer faces on both sides, nes	10.0%	4.0%	7.0%	4.0%			
10)	240.40	Wood veneer panels, both sides face finished	10.0%	4.0%	7.0%	4.0%			
11)	304.04	Abaca fibers, processed but not spun	4.0%	Free	1.0%	Free			
12)	304.20	Hemp, raw, waste and advanced waste	0.6%	Free	Free				
13)	305.40	Yarns and roving of other vegetable fibers	10.0%	4%	7.0%	4%			
14)	315.35	Abaca cordage stranded 3/16" or over but under 3/4" in diameter	14.5%	6.8%	0.7¢/lb. + 10%	8.5%	6.8%		
15)	315.50	Abaca cordage 3/4" or over in diameter, stranded	2¢/lb.	Free	0.7¢/lb.	Free			
16)	315.60	Cordage, hard vegetable fiber stranded 3/4" or over in diameter, nes	2¢/lb.	Free	Free				
17)	316.50	Cordage of silk	13.5%	7%	10.5%	7.5%	7.0%		
18)	602.30	All copper-bearing ores, nes	0.8¢/lb.	Free	Free				

[a] This rate shall be staged-in as set forth in the succeeding columns.

	TSUS	Short Description	Present Rate	Final Rate a/	1980	1981	1982	1983	1984
						J A N U A R Y 1			
19)	741.30	Beads, bugles and spangles	7%	4.7%	4.7%				
20)	745.20	Buttons, pearl or shell	0.8¢ per line per gross plus 12.5%	0.35¢ per line per gross plus 5%	0.75¢ per line per gross plus 10.7%	0.63¢ per line per gross plus 8.9%	0.51¢ per line per gross plus 7.1%	0.39¢ per line per gross plus 5.3%	0.35¢ per line per gross plus 5.0%
21)	792.50	Articles of shell, nspf	8.5%	3.4%	5.5%	3.4%			

a/ This rate shall be staged-in as set forth in the succeeding columns.

SCHEDULE I-A

	TSUS/A	Short Description	Present Rate	Final **/ Rate
1)	111.37	Herring, pickled or salted	6.0%	4.0%
2)	111.60	Fish, nspf, pickled or salted in containers N/O 15 lbs. each	12.5%	10.0%
3)	111.84	Mackerel, smoked or kippered	3.0%	2.5%
4)	111.92	Fish, nes, smoked or kippered	3.0%	Free
5)	113.01	Fish pastes and fish sauces	4.0%	Free
6)	145.09	Coconut meat	10.0%	4.0%
7)	146.42*/	Bananas, dried	3.5%	Free
8)	147.96*/	Mangoes, prepared or preserved	3.75¢/lb.	1.5¢/lb.
9)	148.98	Pineapples, prepared or preserved	0.75¢/lb.	0.25¢/lb.
10)	149.60	Other fruits, nes, prepared or preserved	17.5%	7.0%
11)	150.01	Mixtures of two or more fruits, prepared or preserved not containing apricots, citrus fruits, peaches or pears	17.5%	7.0%
12)	170.35*/	Cigarette leaf, not over 35 pct.	45¢/lb.	20¢/lb.
13)	170.45*/	Tobacco filler leaf, including cigar, stemmed, nes	23¢/lb.	20¢/lb.
14)	176.01	Castor oil valued not over 20¢ per pound	7.5%	3.0%
15)	176.16	Corn oil	10.0%	4.0%
16)	206.45	Mahogany forks and spoons	7.0%	4.5%
17)	206.98	Other wooden household utensils	8.0%	5.1%
18)	222.34	Woven material of raffia for blinds, shutters, curtains, etc.	5.0%	3.5%
19)	222.42	Baskets and bags, of rattan or of palm leaf	25.0%	10.0%
20)	222.44	Other baskets and bags	8.5%	4.5%
21)	222.62	Articles, nes, of raffia	4.0%	3.0%

*/ The United States will implement these concessions provided it receives satisfaction from other trading partners.

**/ The final rate shall be implemented in the manner set forth in the Geneva (1979) Protocol of the General Agreement on Tariffs and Trade [1] (GATT Doc. L/4812).

[1] TIAS 9629; 31 UST 3913. [Footnote added by the Department of State.]

	TSUS/A	Short Description	Present Rate	Final Rate **/
22)	222.64	Articles of unspun fibrous materials, nspf	5.0%	3.0%
23)	240.21 1/	Plywood with a face ply of softwood	20.0%	8.0%
24)	351.40*/	Leavers mach lace 12 pt or finer of other than man-made fibers	25.0%	10.0%
25)	351.46*/	Lace piece or motif, nes, leaver made, not 12 points or finer	45.0%	18.0%
26)	361.22	Floor coverings, nes	8.0%	5.1%
27)	365.86	Net furnishings ornamented or non-ornamented	20.0%	12.8%
28)	366.54*/	Vegetable fibers except cotton napkins	5.0%	3.7%
29)	366.84	Other furnishings of vegetable fibers except cotton and not Damask	6.5%	2.5%
30)	370.04	Lace handkerchiefs not hand ornamented nor containing hand made lace of cotton not valued over $1.50 per doz.	18.7%	7.5%
31)	370.08	Cotton lace handkerchiefs over $1.50 per doz.	9.2%	7.5%
32)	370.12	Lace handkerchiefs of vegetable fibers except cotton	8.6%	7.5%
33)	370.21	Lace handkerchiefs ornamented of man-made fibers	12.1%	4.5%
34)	378.05	Lace or net underwear ornamented or not	42.5%	17.0%
35)	379.00	Men's or boys' cotton wear apparel certified hand-loomed	35.0%	14.0%
36) Ex	379.54*/	Men's or boys' cotton shirts no ornament no knit, certified hand loomed and folklore products	21.0%	8.4%
37) Ex	383.00*/	Women's, girls' and infants' cotton wear, certified hand loomed and folklore products	35.0%	14.0%
38) Ex	383.03	Women's, girls', infants' playsuits, etc. cotton knit ornamented	35.0%	14.0%

1/ Final rate to be specified later (Canadian conditions).

*/ The United States will implement these concessions provided it receives satisfaction from other trading partners.

**/ The final rate shall be implemented in the manner set forth in the Geneva (1979) Protocol of the General Agreement on Tariffs and Trade (GATT Doc. L/4812).

	TSUS/A	Short Description	Present Rate	Final Rate **/
39)	Ex 383.20	Girls' and infants' ornamented knit dresses of man-made fibers	42.5%	17.0%
40)	Ex 383.20*/	Women's, girls' and infants' knit pajamas, etc., of man-made fiber	42.5%	17.0%
41)	Ex 383.20*/	Women's, girls' and infants' other knit wear apparel, of man-made fiber	42.5%	17.0%
42)	Ex 383.08	Women's, girls', infants' playsuits, etc. cotton not knit, ornamented, etc.	35.0%	14.0%
43)	Ex 383.03	Cotton knit infants' sets up to and including 24 months of age lace or net with or without ornaments, other ornaments	35.0%	14.0%
44)	Ex 383.20	Women's, girls' and infants' knit playsuits, etc. of man-made fibers, ornamented	42.5%	17.0%
45)	Ex 383.20	Infants' sets up to and including 24 months of age lace, knit, of man-made fibers	42.5%	17.0%
46)	Ex 383.23	Girls' or infants' dresses of man-made fibers ornamented,not knit	42.5%	17.0%
47)	Ex 383.23	Women's, girls' and infants' ornamented dressing gowns of man-made fibers, not knit	42.5%	17.0%
48)	Ex 383.23	Women's, girls', infants' ornamented pajamas, etc. of man-made fibers, not knit	42.5%	17.0%
49)	Ex 383.23	Women's, girls', infants' of man-made fibers playsuits, not knit	42.5%	17.0%
50)	Ex 383.23	Infants' sets up to and including 24 months of age lace or net with or without ornaments, not knit, of man-made fiber	42.5%	17.0%
51)	Ex 383.86	Girls' and infants' dresses knit man-made fibers, nes, not ornamented	37.7%	17.0%
52)	702.37	Headwear, not cap, vegetable fiber, not sewed, not blocked, not bleached and not colored	10.0%	4.0%
53)	704.32	Lace or net gloves, etc. of man-made fibers	30.0%	20.0%
54)	704.34	Gloves and glove linings of materials other than vegetable fibers or wool, nes	30.0%	20.0%

*/The United States will implement these concessions provided it receives satisfaction from other trading partners.

**/The final rate shall be implemented in the manner set forth in the Geneva (1979) Protocol of the General Agreement on Tariffs and Trade (GATT Doc. L/4812).

	TSUS/A	Short Description	Present Rate	Final Rate **/
55)	704.65	Wool gloves, not lace or net over $4 per dozen pairs	37.5¢/lb. + 18.5%	15¢/lb. + 7.4%
56)	704.85	Gloves not of lace or net, not ornamented, etc. of knit man-made fibers	25¢/lb. + 32.5%	13¢/lb. + 17.1%
57)	704.95*/	Gloves and glove linings textile	10.0%	4.0%
58)	705.30	Gloves and glove linings of fur on the skin	10.0%	4.0%
59)	705.46	Men's leather gloves, not lined handseamed over $24 per 12 pairs	25.0%	14.0%
60)	705.50	Men's leather gloves, not lined not handseamed over $20 per 12 pairs	25.0%	14.0%
61)	705.54	Gloves, leather, men's lined, handseamed, over $30 per dozen pairs	25.0%	14.0%
62)	705.57	Men's leather gloves, lined, not handseamed, over $20 but not over $26 per 12 pairs	25.0%	14.0%
63)	705.58	Men's leather gloves, lined, not handseamed over $26 per 12 pairs	25.0%	14.0%
64)	705.62	Gloves, leather, women's, unlined, handseamed over $20 per dozen pairs	30.0%	14.0%
65)	705.70*/	Gloves, leather, women's, not lined, not handseamed, over $20 per dozen pairs	30.0%	14.0%
66)	705.71	Gloves, leather, women's, not lined, handseamed, over $20 per 12 pairs over 12 inches	30.0%	14.0%
67)	705.72	Women's leather gloves, lined, handseamed, not over $32 per 12 pairs	$7/doz. pairs	$3.75/doz. pairs
68)	705.74	Gloves, leather, women's, etc. lined, handseamed, over $36 per 12 pairs	22.0%	14.0%
69)	705.76	Women's leather gloves, lined, not handseamed, not over $32 per 12 pairs	$7/doz. pairs	$3.50/doz. pairs
70)	705.78	Gloves, leather, women's, lined, not handseamed, over $32 per dozen pairs	22.0%	14.0%
71)	706.18	Luggage and handbags of unspun vegetable materials, nspf	8.5%	5.3%

*/ The United States will implement these concessions provided it receives satisfaction from other trading partners.

**/ The final rate shall be implemented in the manner set forth in the Geneva (1979) Protocol of the General Agreement on Tariffs and Trade (GATT Doc. L/4812).

	TSUS/A	Short Description	Present Rate	Final Rate
72)	706.20	Luggage, handbags and flat goods of textile materials wholly or in part of braid	21.8%	8.4%
73)	706.22*/	Luggage, handbags, and flat goods of cotton not pile or tufted	15.0%	7.2%
74)	727.10[2]/ */	Furniture and parts, unspun vegetable fibers	16.0%	7.5%
75)	730.27*/	Rifles, valued over $10 not over $25 each	$1.20 ea. + 9%	6.3%
76)	750.32*/	Brooms and brushes of vegetable materials	25.0%	10.0%

[2]/ This concession will be implemented provided the Government of the Philippines and the Government of the United States reach a satisfactory agreement concerning access to supply of rattan poles by United States importers. In this regard representatives from both Governments will examine the rattan supply situation in the Philippines.

*/ The United States will implement these concessions provided it receives satisfaction from other trading partners.

**/ The final rate shall be implemented in the manner set forth in the Geneva (1979) Protocol of the General Agreement on Tariffs and Trade (GATT Doc. L/4812).

SCHEDULE II

	Tariff Heading Number	Short Description	Present Rate	Final Rate [a]	January 1 1980	1981	1982	1983
1)	ex 02.02	Turkey, killed or dressed, chilled or frozen	70%	50%	65%	60%	55%	50%
2)	ex 07.05 B	Dried green peas in bulk containers	50%	30%	45%	40%	35%	30%
3)	ex 08.04	Grapes, dried	100%	50%	87.50%	75%	62.50%	50%
4)	ex 08.06	Apples, fresh	100%	50%	87.50%	75%	62.50%	50%
5)	ex 15.02	Tallow	30%	20%	27.50%	25%	22.50%	20%
6)	ex 15.07 B	Cottonseed oil	50%	30%	45%	40%	35%	30%
7)	ex 21.07 B	Vegetable protein concentrates in bulk containers	100%	50%	87.50%	75%	62.50%	50%
8)	ex 33.04	Synthetic flavor materials and others for drug, food, drink and related use	50%	30%	45%	40%	35%	30%
9)	ex 35.04	Vegetable protein isolates	30%	20%	27.50%	25%	22.50%	20%
10)	ex 38.11 A	Fungicides, other than medicinal	20%	10%	17.50%	15%	12.50%	10%
11)	ex 48.01 A3	Kraft paper, other than those wholly of sulfate	100%	50%	87.50%	75%	62.50%	50%
12)	ex 85.13	Telegraph apparatus	30%	20%	27.50%	25%	22.50%	20%

[a] This rate shall be staged-in as set forth in the succeeding columns.

SCHEDULE II-A

	Tariff Heading Number	Description of Articles	Present Rate	Final Rate a/
1)	12.01 A	Soybeans	10%	10%
2)	ex 15.07 A	Soybean oil	20%	20%
3)	ex 20.07 A	Orange juice concentrates in bulk containers	30%	30%
4)	ex 23.04 A	Soybean meal	10%	10%
5)	28.10	Phosphorous pentoxide and phospheric acids	10%	10%
6)	ex 28.22	Electrolytic manganese dioxide	20%	20%
7)	ex 29.01	Hydrocarbons, chemically pure (e.g. acetylene)	10%	10%
8)	ex 29.15 A	Polycarboxylic acids and their anhydride, halides, peroxides and peracids and their halogenated, sulphonated, nitrated or nitrosated derivatives except phthalate esters and phthalic anhydrides	10%	10%
9)	29.39	Hormones, natural or reproduced by synthesis; derivatives thereof, used primarily as hormones; other steroids used primarily as hormones	10%	10%
10)	ex 30.03	Erythromycin	20%	20%
11)	ex 32.05	Food color	20%	20%
12)	ex 32.06	Artificial color lakes	20%	20%
13)	ex 35.02	Albumin	20%	30%
14)	ex 39.03	Cellulosics (excluding vulcanized fiber, cellophane and celluloid sheets and strips)	30%	30%
15)	ex 40.11 A	Tractor tubes other than sizes 5.50-16, 600-16 and 11.2/10-36	30%	30%
16)	ex 48.07 A	Clay coated boxboard in rolls or sheets	30%	30%

a/ The final rate in Schedule II-A shall be implemented on January 1, 1980

	Tariff Heading No.	Description of Articles	Present Rate	Final Rate a/
17)	ex 48.07 A	Carbonless copying paper in rolls or sheets	30%	30%
18)	55.01	Cotton (other than linters not carded or combed)	10%	20%
19)	ex 68.13 A	Asbestos packing and gaskets	30%	30%
20)	ex 68.13 A	Other asbestos, nes excluding building materials	30%	30%
21)	ex 83.01	Locks, padlocks, spring livebolt latches and parts thereof of base metals (excluding locks for drawers, cabinets and other furniture)	30%	30%
22)	84.06 A-1	Parts of internal combustion engines (except cylinder liners or sleeves and engine valves)	10%	10%
23)	ex 84.11 A	Portable or stationary air compressors and vacuum pumps with free air delivery of over 33 cfm; open type compressors rated over 400,000 BTU/Hr,; hermetically sealed compressors with ratings over 400,000 BTU/Hr.; air pumps	30%	30%
24)	ex 84.11 B	Air pumps, vacuum pumps and air or gas compressor parts	30%	30%
25)	ex 84.11 C	Other vacuum pumps and air or gas compressors	50%	50%
26)	ex 84.18	Centrifuges, filtering and purifying apparatus, water filtration and purification equipment except water filters (sand type, pressure or gravity) and air cleaner for motor vehicle	10%	20%
27)	ex 84.19 A	Bottling machines, including those for filling, closing, sealing, capsuling or labelling bottles, cans, bags, and similar containers	10%	10%
28)	ex 84.20	Weighing machinery (excluding balances of a sensitivity of 5 cg. or better) including weight-operated counting and checking machines	20%	20%
29)	ex 84.28	Poultry equipment including incubators and brooders	10%	20%

a/ The final rate in Schedule II-A shall be implemented on January 1, 1980

Tariff Heading No.	Description of Articles	Present Rate	Final Rate a/
30) ex 84.30	Food and beverage processing machinery (excluding food and meat grinders and choppers)	30%	30%
31) ex 84.34	Machinery apparatus and accessories for type-founding or type-setting; machinery (other than the machine tools of subgroup 728.1 or group 736) for preparing or working printing blocks, plates or cylinders	10%	10%
32) ex 84.48	Parts of sawmill and logging machinery and equipment	10%	10%
33) ex 84.52	Accounting and bookkeeping machines	20%	20%
34) ex 84.53	Automatic data processing machines and units thereof; magnetic or optical readers machines for transcribing data onto data media in coded form and machines for processing such data, nes (electrical data processing machines)	20%	20%
35) 84.62	Ball, roller or needle roller bearings	10%	10%
36) ex 84.63	Shafts, gearing, gear-boxes, flywheels, clutches, pulleys, bearing blocks, shims, and other transmission equipment for machinery	10%	30%
37) ex 85.01 B	Generators (dynamos, alternators and turbo generators)	30%	30%
38) ex 85.13	Telephone apparatus excluding telephone sets	30%	30%
39) ex 85.19 B	Electrical apparatus for making and breaking circuits, fixed and variable potentiometers, printed circuit board; switches except switches of a kind used in domestic electrical wiring; and switchboard and control panels	50%	50%
40) 87.01 A	Tractors other than power tillers or walking tractors or hand tractors	10%	10%
41) ex 87.06	Oil seals and grease retainers for car and truck	30%	30%

a/ The final rate in Schedule II-A shall be implemented on January 1, 1980

	Tariff Heading Number	Description of Articles	Present Rate	Final Rate [a]
42)	ex 88.02	Airplanes	10%	10%
43)	90.17	Medical, dental, surgical and veterinary instruments and apparatus (including electro-medical apparatus and ophthalmic instruments)	10%	10%
44)	ex 90.28	Electronic measuring, checking, analyzing, or automatically controlling instruments and apparatus, nes, other than electronic automatic regulators and electronic instruments and apparatus for measuring or detecting ionizing radiations	20%	20%
45)	ex 90.28	Electrical (non-electronic) measuring, checking, analyzing, or automatically controlling instruments and apparatus, nes, other than electro-mechanical (non-electronic) automatic regulators (control units)	20%	30%
46)	ex 90.28	Electronic instruments for measuring or detecting ionizing radiations	20%	20%
47)	ex 90.29 A	Parts and accessories for measuring, controlling and scientific instruments	20%	30%
48)	98.05 A	Pencil leads, rubber erasers and metal ferrules for pencil manufacture; tailors' chalks	30%	30%

[a] The final rate in Schedule II-A shall be implemented on January 1, 1980

KASUNDUANG PANGKALAKAL
NG
PAMAHALAAN NG ESTADOS UNIDOS NG AMERIKA
AT NG
PAMAHALAAN NG REPUBLIKA NG PILIPINAS

Ang Pamahalaan ng Estados Unidos ng Amerika at ang Pamahalaan ng Republika ng Pilipinas, sa pamamagitan ng kani-kanilang lakan-sugo, ay nagkasundo sa mga sumusunod na kaluwagan at tulong-pangkalakal sang-ayon sa balangkas ng Pahayag ng mga Ministro sa Tokyo noong ika-14 ng Setyembre, 1973, na kikilalanin sa tawag na Kasunduang Pangmaramihan sa Kalakalan.

ARTIKULO I

Ang mga bagay, sapit o gawa sa Pilipinas na tinutukoy sa Talaan I at I-A, na isinama sa kasunduang ito at ginawang bahagi nuon, batay sa mga tadhanang nakasaad dito, kapag inangkat sa Estados Unidos, ay papatawan ng bayad daungan ng hindi hihigit sa mga nakasaad sa mga nabanggit na Talaan, sa araw o pagkatapos ng araw na nakasaad doon.

ARTIKULO II

Ang mga bagay, sapit o gawa ng Estados Unidos na tinutukoy sa Talaan II at II-A, na isinama sa kasunduang ito at ginawang bahagi nito, batay sa mga tadhanang nakasaad dito, kapag inangkat sa Pilipinas ay papatawan ng bayad daungan na hindi hihigit sa mga nakasaad sa mga nabanggit na Talaan sa araw o pagkatapos ng araw na nakasaad doon.

Ang mga kaluwagang-taripa sa mga produktong tinutukoy sa Talaan II at II-A ay tatanggapin ng Estados Unidos na tulong-taripa ng Pilipinas bilang pagsang-ayon sa Pangkalahatang Kasunduan sa Taripa at Kalakalan na isasama sa Protokol ng Pagsang-ayon.

ARTIKULO III

Ang lahat ng mga tulong-taripa na tinutukoy sa mga nabanggit na Talaan ay isasama sa Talaan ng Pangkalahatang Kasunduan sa Taripa at Kalakalan (GATT) ng bawat bansa.

ARTIKULO IV

Walang anumang hakbang ang maaring gawin o baguhin ng alinmang Pamahalaan na makakasama sa mga kaluwagang ipinagkakaloob sa mga Talaan na hindi naaayon sa mga itinatadhana ng Pangkalahatang Kasunduan sa Taripa at Kalakalan (GATT). Batid ng Estados Unidos na ang Pilipinas, bilang bahagi ng kanyang pagsang-ayon sa Pangkalahatang Kasunduan sa Taripa at Kalakalan, ay nagkaloob ng listahan ng mga produkto na hindi maaaring angkatin ng may kaluwagan.

ARTIKULO V

Anumang suliranin hinggil sa pagpapatupad ng mga kaluwagang tinutukoy sa mga Talaang nabanggit ay lulutasin sa pamamagitan ng pakikipagsanggunian at pakikipagkasunduan.

ARTIKULO VI

Ang Estados Unidos ay sumasang-ayon na muling suriin ang mga kahilingan ng Pilipinas na pagkalooban ng kaluwagang-taripa ang labi-labing tabako (TSUS-170.6020) ayon sa hinihingi ng kabuuang kasunduan na Pangmaramihan sa Kalakalan.

ARTIKULO VII

Ang kasunduang ito ay magkakabisa matapos na ito ay lagdaan.

GAWA sa dalawang (2) orihinal na sipi, sa wikang Pilipino at wikang Ingles, bawat sipi ay parehong tama, sa Maynila, ngayong ika-30 ng Oktubre 1979.[1]

~~PARA~~ SA:

ESTADOS UNIDOS NG AMERIKA

PARA SA:

REPUBLIKA NG PILIPINAS

[1] Schedules I and II appended to the Philippine text are in the English language. See p. 4472 *supra*. [Footnote added by the Department of State.]

[RELATED LETTERS]

OFFICE OF THE SPECIAL REPRESENTATIVE
FOR TRADE NEGOTIATIONS
EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON
20506

January 28, 1980

His Excellency
Eduardo Z. Romualdez
Ambassador of the
Embassy of the Philippines
1617 Masschusetts Avenue. N.W.
Washington, D.C. 20036

Dear Mr. Ambassador:

I refer to the Trade Agreement of October 30, 1979 negotiated between our two Governments during the Multilateral Trade Negotiations.

The United States intends to treat this document, the tariff provisions of which have been superseded by Schedule XX (United States) to the Geneva (1979) Protocol and Schedule LXXV (Philippines) to the Philippine Accession Protocol (see art. III), as an agreement between our two Governments as contracting parties to GATT, effective October 30, 1979 pursuant to article VII. It also intends to notify the agreement to the GATT Secretariat.

Sincerely,

Robert C. Cassidy, Jr.
General Counsel

EMBASSY OF THE PHILIPPINES
WASHINGTON, D. C. 20036

4 February 1980

Dear Mr. Cassidy:

I wish to acknowledge the receipt of your letter of January 28, 1980, informing the Embassy that the United States intends to treat the Philippines-United States Trade Agreement, signed on October 30, 1979, as an agreement between our two Governments as contracting parties to GATT. I am accordingly notifying the appropriate authorities in my Government concerning your letter.

Sincerely,

Eduardo Z. Romualdez

EDUARDO Z. ROMUALDEZ
Ambassador

Mr. Robert C. Cassidy, Jr.
General Counsel
Office of the Special Representative
for Trade Negotiations
Executive Office of the President
Washington, D. C. 20506

JAPAN

Trade: Tokyo Round of the Multilateral Trade Negotiations—Tariff Negotiations—Semiconductors

Agreement effected by exchange of letters
Signed at Washington September 30, 1981;
Entered into force September 30, 1981.

The Representative for Trade Negotiations to the Japanese Ambassador

THE UNITED STATES TRADE REPRESENTATIVE
WASHINGTON
20506

September 30, 1981

The Honorable Yoshio Okawara
Japanese Ambassador to the United States
Embassy of Japan
Washington, D.C. 20008

Dear Mr. Ambassador:

On behalf of the Government of the United States of America, I would like to express my satisfaction that the trade between the United States of America and Japan in semiconductors has been steadily expanding.

In order to further facilitate such trade, I have the honor to inform you that, as a result of recent discussions between the representatives of our two governments, the Government of the United States of America will accelerate the reduction of its tariffs on semiconductors to the final concession rates of the Multilateral Trade Negotiations (MTN) in two stages. The details and timing of these reductions are described in the Annex to this letter. The Government of the United States of America also will reduce tariffs on two non-semiconductor articles, as described in the Annex.

The acceleration of the semiconductor tariff reductions described in the Annex is undertaken upon the understanding that the Government of Japan, subject to necessary domestic procedures, including Diet approval, similarly will accelerate its tariff reductions on semiconductors to the final concession rates of the MTN.

It is my firm belief that this mutual reduction of tariffs will serve not only to promote further our trade in semiconductors in a mutually beneficial manner but also to demonstrate our common commitment to further the principle of free trade. In particular, I appreciate the fact that the magnitude of the tariff reduction referred to above will be greater on the Japanese side and that as a result U.S. exporters will benefit. This reduction of Japanese tariffs on semiconductors to the final concession rates of the MTN will serve as further evidence of the increasing openness of the Japanese market.

I would also like to reiterate that the Government of the United States of America is firmly committed to the principle of open markets in semiconductors. The Government of the United States of America will continue to urge third countries to join in this commitment and to take steps for the liberalization of their markets. We welcome the support of the Government of Japan in this endeavor.

I have further the honor to request you to confirm my understanding that the Government of Japan will, subject to necessary domestic procedures, including Diet approval, similarly accelerate the reduction of its tariffs on semiconductors to the final concession rates of the MTN.

Accept, Excellency, the assurance of my highest consideration.

Very truly yours,

WILLIAM E. BROCK

Annex

TSUSA Item No.	Description	Rates of duty (Percent ad valorem) 1/1/82	1/1/83
	Transistors and other related electronic crystal components; all the foregoing and parts thereof:		
	Diodes and rectifiers:		
	Photo-sensitive:		
687.6554	Solar cells	4.24	4.2
687.6556	Other	4.24	4.2
687.6559	Zener	4.24	4.2
687.6561	Microwave	4.24	4.2
687.6562	Thyristors	4.24	4.2
	Other:		
687.6566	With a maximum current of 0.500 amperes or less	4.24	4.2
687.6567	Other	4.24	4.2
	Transistors:		
687.7025	With a dissipation rating of less than 1 watt	4.24	4.2
687.7027	With a dissipation rating of 1 watt or greater	4.24	4.2
	Monolithic integrated circuits:		
687.7531	Linear	4.24	4.2
	Other:		
	Bipolar:		
687.7533	Memory	4.24	4.2
	Other:		
687.7535	Transistor-transistor logic	4.24	4.2
687.7538	Emitter coupled logic	4.24	4.2
687.7540	Other	4.24	4.2
	Metal oxide silicon:		
	Memory:		
	Random access:		
687.7541	Less than 9,000 bits	4.24	4.2

TSUSA Item No.	Description	Rates of duty (Percent ad valorem) 1/1/82	1/1/83
	Transistors and other related electronic crystal components, etc. (con.):		
	Monolithic integrated circuits (con.):		
	Other (con.):		
	Metal oxide silicon (con.):		
	Memory (con.):		
	Random access (con.):		
687.7542	9,000 bits and greater.....	4.24	4.2
687.7544	Other.....	4.24	4.2
687.7545	Microprocessor.....	4.24	4.2
687.7547	Other.....	4.24	4.2
687.7548	Other.....	4.24	4.2
687.7553	Other integrated circuits.....	4.24	4.2
	Other electronic crystal components (not including electronic tubes or mounted piezo-electric crystals), including parts not specially provided for:		
	Parts of semi-conductors:		
687.7581	Chips, dice, and wafers.....	4.24	4.2
687.7583	Other.....	4.24	4.2
687.7587	Other (not including parts of electronic tubes).....	4.24	4.2
708.8500	Hand magnifiers, magnifying glasses, loupes, thread counters, and similar articles.....	9.6	8.8 1/
709.4000	Mechano-therapy appliances and massage apparatus and parts thereof.....	5.1	4.9 2/

1/ The rate of duty on item 708.85 will be further reduced according to the following schedule: 1/1/84, 8.1%; 1/1/85, 7.3%; 1/1/86, 6.6%.

2/ The rate of duty on item 709.40 will be further reduced according to the following schedule: 1/1/84, 4.7%; 1/1/85, 4.4%; 1/1/86, 4.2%.

Note.--The Government of the United States may withdraw, in whole or in part, the above acceleration of tariff reductions on semiconductors in case the acceleration in the reduction of Japanese tariffs on semiconductors to the final concession rates of the MTN is not put into effect from April 1982.

The Japanese Ambassador to the Representative for Trade Negotiations

EMBASSY OF JAPAN
WASHINGTON, D. C.

September 30, 1981

Dear Ambassador Brock:

I have the honor to acknowledge the receipt of your letter and the Annex dated the 30th of September. I share your view that the reductions of the U.S. and Japanese tariffs on semiconductors will serve to promote our bilateral trade in a mutually beneficial manner. I note with satisfaction that the Government of the United States of America is firmly committed to the principle of open markets in semiconductors. The Government of Japan also is firmly committed to the principle of open markets in semiconductors and is prepared to join the Government of the United States of America in urging third countries to join in this commitment and to take steps for the liberalization of their markets.

Sharing the common commitment to further the principle of free trade, I have the honor to inform you that, as from April 1982, the Government of Japan intends to accelerate the reduction of its tariffs on semiconductors, subject to necessary domestic procedures, including Diet approval, and upon the understanding that the Government of the United States of America similarly will reduce its tariffs as described in your letter and Annex of this date. The details of the Japanese reductions are described in the Annex to this letter. In this connection, I would like to point out that the intended Japanese reductions are larger than the U.S. reductions.

Accept, Mr. Ambassador, the assurances of my highest consideration.

Yoshio Okawara
Ambassador of Japan

The Honorable
William E. Brock
U.S. Trade Representative
600 17th Street, N.W.
Washington, D. C. 20506

Annex

ITEM NO.	DESCRIPTION	RATE OF DUTY (PERCENT AD VALOREM) AS FROM APRIL 1982
	Diodes, transistors and similar semiconductor devices, integrated circuits:	
	Germanium diodes, silicon diodes, germanium transistors, silicon transistors, and silicon diodes for silicon rectifiers	
85.21.211	Uncased	4.20
	Other:	
85.21.291	Germanium diodes	4.20
85.21.292	Silicon diodes	4.20
85.21.294	Germanium transistors	4.20
85.21.295	Silicon transistors	4.20
85.21.296	Silicon diodes for silicon rectifiers	4.20
	Other:	
	Uncased:	
85.21.212	Integrated circuits	4.20
85.21.219	Other 1/	4.20
	Other:	
	Integrated circuits:	
85.21.297	Digital	4.20
85.21.298	Other	4.20
85.21.299	Other	4.20
85.21.330	Photocells	4.30
85.21.350	Parts of diodes, transistors and similar semiconductor devices, integrated circuits, and photocells 2/	4.30

1/ Except other uncased light emitting diodes

2/ Except parts of the following: thermionic valves and tubes, light emitting diodes, mounted piezo-electric crystals, microassemblies and cold cathode and photocathode valves and tubes.

Note:

The Government of Japan may withdraw, in whole or in part, the above acceleration of tariff reductions in case the acceleration of the reductions in U.S. tariffs on semiconductors to the final concession rates of the MTN is not put into effect as described in the Annex to the U.S. letter.

SRI LANKA

Telecommunications: Facilities of Radio Ceylon

Agreements extending the agreement of May 12 and 14, 1951, as amended and extended.
Effected by exchange of notes
Signed at Colombo April 9 and 16, 1981;
Entered into force April 16, 1981.
And exchange of notes
Signed at Colombo April 21 and May 10, 1982;
Entered into force May 10, 1982.

The American Ambassador to the Sri Lankan Minister of Foreign Affairs

AMBASSADOR OF
THE UNITED STATES OF AMERICA
COLOMBO

April 9, 1981

The Minister of Foreign Affairs
Ministry of Foreign Affairs
7 Sir Baron Jayatilake Mawatha
Colombo 1

Dear Mr. Minister:

I have the honor to refer to the Notes exchanged between the Government of the United States of America and the Government of Sri Lanka dated 12th May, 1951, and 14th May, 1951,[1] concerning the installation by the Government of the United States of America of certain radio transmission and associated equipment for use by the Sri Lanka Broadcasting Corporation for the broadcast of "Voice of America" programs over the Sri Lanka Broadcasting Corporation. I refer also to the extensions of that agreement provided for in the Notes exchanged between the Government of the United States of America and the Government of Sri Lanka dated 14th July, 1954,

[1] TIAS 2259; 2 UST 1041.

and 23rd August, 1954, and other extensions and modifications contained in the Notes exchanged between the Government of the United States of America and the Government of Sri Lanka dated 30th April, 1962, 26th April, 1971, and 19th May and 1st October, 1976.[1]

I have also the honor to refer to the recent revision of these Agreements and the revised draft Agreement embodied in the Exchange of Letters dated November 28, 1980, from myself to the Secretary, Ministry of State, and January 22, 1981,[2] from the Additional Secretary, Ministry of State, to me.

Since it would not be possible for the legal requirements for obtaining the approval of each Government to the revised Agreement to be completed before 14 May, 1981, which is the date on which the current Agreement would expire, I have the honor to propose that the current Agreement expiring on 14 May, 1981, be extended for one year, until 14th May, 1982, or until such earlier date when the revised Agreement could be brought into force following the completion of the legal requirements for the Agreement to enter into force.

If the foregoing proposal is agreeable to the Government of Sri Lanka, the Government of the United States of America proposes that this Note and your Government's reply concurring therein shall constitute an agreement between the two Governments to enter into force on the date of your note in reply.

Please accept, Excellency, the renewed assurances of my highest consideration.

Sincerely yours,

DONALD R TOUSSAINT

Donald R. Toussaint
Ambassador of the
United States of America

The Sri Lankan Minister of Foreign Affairs to the American Ambassador

MINISTER OF FOREIGN AFFAIRS
SRI LANKA

APRIL 16, 1981.

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of your note to me of April 9, 1981 the text of which is as follows:—

[1] TIAS 4436, 5037, 7126, 8414; 11 UST 229; 13 UST 972; 22 UST 691; 27 UST 3982.

[2] Not yet in force.

"I have the honor to refer to the Notes exchanged between the Government of the United States of America and the Government of Sri Lanka dated 12th May, 1951, and 14th May, 1951, concerning the installation by the Government of the United States of America of certain radio transmission and associated equipment for use by the Sri Lanka Broadcasting Corporation for the broadcast of "Voice of America" programs over the Sri Lanka Broadcasting Corporation. I refer also to the extensions of that agreement provided for in the Notes exchanged between the Government of the United States of America and the Government of Sri Lanka dated 14th July, 1954, and 23rd August, 1954, and other extensions and modifications contained in the Notes exchanged between the Government of the United States of America and the Government of Sri Lanka dated 30th April, 1962, 26th April, 1971, and 19th May and 1st October, 1976.

I have also the honor to refer to the recent revision of these Agreements and the revised draft Agreement embodied in the Exchange of Letters dated November 28, 1980, from myself to the Secretary, Ministry of State, and January 22, 1981, from the Additional Secretary, Ministry of State, to me.

Since it would not be possible for the legal requirements for obtaining the approval of each Government to the revised Agreement to be completed before 14 May, 1981, which is the date on which the current Agreement would expire, I have the honor to propose that the current Agreement expiring on 14 May, 1981, be extended for one year, until 14th May, 1982, or until such earlier date when the revised Agreement could be brought into force following the completion of the legal requirements for the Agreement to enter into force.

If the foregoing proposal is agreeable to the Government of Sri Lanka, the Government of the United States of America proposes that this Note and your Government's reply concurring therein shall constitute an agreement between the two Governments to enter into force on the date of your note in reply."

The proposals contained in your note are acceptable to my Government. I have noted that your note, together with this note in reply, concurring therein, shall constitute an agreement between our two Governments to enter into force on the date of this reply.

Accept, Your Excellency, the renewed assurances of my highest consideration.

A C S Hameed

A. C. S. Hameed

His Excellency
Mr Donald R. Toussaint
Ambassador of the United States of America in Sri Lanka
Colombo.

TIAS 10319

The American Ambassador to the Sri Lankan Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

COLOMBO, *April 21, 1982*

EXCELLENCY:

I have the honor to refer to the Notes exchanged between the Government of the United States of America and the Government of Sri Lanka dated May 12, 1951, and May 14, 1951, concerning the installation by the Government of the United States of America of certain radio transmission and associated equipment for use by Radio Ceylon for the broadcast of "Voice of America" programs over Radio Ceylon. I refer also to the extensions of that agreement provided for in the Notes exchanged between the Government of the United States of America and the Government of Sri Lanka dated July 14, 1954, and August 23, 1954, and to the further extensions and modifications contained in the Notes exchanged between the Government of the United States of America and the Government of Sri Lanka dated April 30, 1962, April 26, 1971,[1] May 19 and October 1, 1976, and April 9 and April 16, 1981.

I have the honor to propose that the current Agreement, which expires on May 14, 1982, be extended for one year until May 14, 1983.

If the foregoing proposal is agreeable to the Government of Sri Lanka, the Government of the United States of America proposes that this Note and your reply concurring therein shall constitute an Agreement between the two Governments to enter into force on the date of your Note in reply.

Please accept, Excellency, the renewed assurances of my highest consideration.

JOHN H. REED

His Excellency
A. C. S. HAMEED,
Minister of Foreign Affairs of the Democratic Socialist Republic of Sri Lanka

[1] Exchange of notes Jan. 12 and Apr. 26, 1971.

The Sri Lankan Minister of Foreign Affairs to the American Ambassador

MINISTER OF FOREIGN AFFAIRS
SRI LANKA

MAY 10, 1982.

EXCELLENCY:

I have the honour to acknowledge receipt of your Note to me of 21st April 1982 the text of which is as follows:—

"I have the honor to refer to the Notes exchanged between the Government of the United States of America and the Government of Sri Lanka dated May 12, 1951, and May 14, 1951, concerning the installation by the Government of the United States of America of certain radio transmission and associated equipment for use by Radio Ceylon for the broadcast of "Voice of America" programs over Radio Ceylon. I refer also to the extensions of that agreement provided for in the Notes exchanged between the Government of the United States of America and the Government of Sri Lanka dated July 14, 1954, and August 23, 1954, and to the further extensions and modifications contained in the Notes exchanged between the Government of the United States of America and the Government of Sri Lanka dated April 30, 1962, April 26, 1971, May 19 and October 1, 1976, and April 9 and April 16, 1981.

I have the honor to propose that the current Agreement, which expires on May 14, 1982, be extended for one year until May 14, 1983.

If the foregoing proposal is agreeable to the Government of Sri Lanka, the Government of the United States of America proposes that this Note and your reply concurring therein shall constitute an Agreement between the two Governments to enter into force on the date of your Note in reply."

The proposals contained in your Note are acceptable to my Government. I have noted that your Note, together with this Note in reply, concurring therein, shall constitute an agreement between our two Governments to enter into force on the date of this reply.

Accept, Your Excellency, the renewed assurances of my highest consideration.

His Excellency
JOHN H. REED
Ambassador of the United States of America in Sri Lanka.

A C S HAMEED

A. C. S. Hameed

ITALY

Energy: Geothermal Energy Research and Development

Agreement amending and extending the agreement of June 3, 1975.
Effected by exchange of letters
Signed at Washington and Rome June 4 and 27, 1980;
Entered into force June 27, 1980;
Effective June 3, 1980.

The Assistant Secretary for International Affairs, Department of Energy, to the Italian Director of Research and Studies, Ente Nazionale Per L'Energia Elettrica

Department of Energy
Washington, D.C. 20585

JUN 0 4 1980

Professor Luigi Paris
ENEL - Direzione Degli Studi e Ricerche
Via G.B. Marbini N.3
00198 Rome, Italy

Dear Professor Paris:

As you know, the Agreement Between the U.S. Energy Research and Development Administration (ERDA) and the Italian Ente Nazionale Per L'Energia Elettrica (ENEL) On Cooperation In The Field of Geothermal Energy Research and Development expires on June 3, 1980.[1] Based on our understanding of the mutual desire of ENEL and the Department of Energy to continue this cooperation, the Department of Energy proposes that the Agreement be extended until June 3, 1985. Naturally, the words Energy Research and Development Administration (ERDA) wherever they appear should be replaced by the words Department of Energy (DOE).

This letter and your written reply will constitute an agreement to so extend the Agreement.

Sincerely,

Leslie J. Goldman
Assistant Secretary
for International Affairs

[1] TIAS 8182; 26 UST 2669.

The Italian Director of Research and Studies, Ente Nazionale Per L'Energia Elettrica, to the Assistant Secretary for International Affairs, Department of Energy

Ente Nazionale per l' Energia Elettrica

Roma, 27 GIU. 1980

Mr. Leslie J. Goldman
Assistant Secretary for
International Affairs
Department of Energy
WASHINGTON, D.C. 20585
U.S.A.

Copy to: - Dr. D. Serwer
- UNG
- ing. F. Remondino

Dear Mr. Goldman,

we thank you for your letter of June 4, 1980, and we confirm our desire to continue the fruitful cooperation between the Department of Energy and ENEL in the field of geothermal energy.

We consider therefore that your letter and this reply constitute an agreement to extend the "Agreement Between the U.S. Energy Research and Development Administration (ERDA) and the Italian Ente Nazionale per l'Energia Elettrica (ENEL) on Cooperation in the Field of Geothermal Energy Research and Development" until June 3, 1985. Clearly the U.S. partner of the agreement is presently the D.o.E.

Yours sincerely

ENTE NAZIONALE PER L'ENERGIA ELETTRICA

PP/ms

FEDERAL REPUBLIC OF GERMANY

Atomic Energy: Reactor Safeguards

Agreement effected by exchange of letters
Signed at Washington November 5, 1981;
Entered into force November 5, 1981.

The German Ambassador to the Under Secretary of State for Management

THE AMBASSADOR
OF THE FEDERAL REPUBLIC OF GERMANY

Washington, November 5, 1981

Dear Mr. Kennedy,

My Government has taken note that upon its request the Government of the United States of America is prepared to bring materials and equipment which may be supplied by Kraftwerk Union AG(KWU) for the Taiwan Power Company's nuclear reactor units 7 and 8, including the required fuel assemblies for these units and a fuel fabrication facility, within the scope of the U.S.-Taiwan Bilateral Agreement signed at Washington, D.C., on April 4, 1972, as amended March 15, 1974,[1] thereby adding them to the inventory of the U.S.-Taiwan-IAEA Trilateral Agreement done at Vienna on December 6, 1971,[2] provided that the following conditions are met, and in view of the separate agreement of our two Governments on conditions relating to financing of such supply:

I.1. Fallback safeguards:

KWU, together with Kernforschungszentrum Karlsruhe GmbH (KFK), will establish under German law a private corporation (the Entity), the mandate of which shall be as defined in this letter. KWU must prove to the Government of the Federal Republic of Germany in a legally binding

The Honorable
Richard T. Kennedy
Under Secretary for Management
Department of State
Washington, D.C. 2o52o

[1] TIAS 7364, 7834; 23 UST 945; 25 UST 913.
[2] TIAS 7228; 22 UST 1837.

form that in case the International Atomic Energy Agency (IAEA) for any reason is not or will not be applying safeguards in accordance with the existing safeguards agreements the Entity shall have the following legal rights with respect to material or equipment supplied by KWU or special nuclear material produced through such supply:

a) to review in a timely fashion the design of any such equipment, or of any facility which is to use, fabricate, process, or store any such material or equipment;

b) to require the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for such material and any source material or special nuclear material used in or produced through the use of any such material or equipment; and

c) to designate personnel who shall have access to all places and data necessary to account for the material referred to in subparagraph (b), to inspect any equipment or facility referred to in subparagraph (a), and to install any devices and make such independent measurements as may be deemed necessary to account for such material.

This proof of rights must include a satisfactory assurance that the Entity is entitled to exercise the above mentioned rights without reservation or restriction. The Government of the Federal Republic of Germany will consult with the Government of the United States of America as necessary to ensure that the action taken by the Entity is parallel to that taken under Article XI.B. of the U.S.-Taiwan Bilateral Agreement or related provisions or arrangements.

The export license will be granted to KWU under the reservation that the license would be withdrawn in case the Entity should be hampered in the exercise of fallback safeguards in Taiwan. Such a withdrawal would become effective at the time of its notification to KWU.

2. Right to require return of materials and equipment:

KWU must prove to the Government of the Federal Republic of Germany that in those cases which under existing safeguard agreements and arrangements may trigger the right to require the return of any materials and equipment transferred to Taiwan and of any special nuclear material produced through their use, the Entity to be established by KWU has the same right with regard to supplies of KWU to Taiwan Power Company, and in such a case will take all steps legally possible to ensure the return of materials and equipment. Before the Entity

exercises the right to require the return of materials and equipment, the Government of the Federal Republic of Germany will consult with the Government of the United States of America as necessary to ensure that the action taken by the Entity is parallel to that taken under Article XI.B.5 of the U.S.-Taiwan Bilateral Agreement or related provisions or arrangements. The issue of payment for return of materials and equipment will not serve as an obstacle to exercise of the right to require the return of materials and equipment.

The Government of the Federal Republic of Germany shall ensure that all necessary steps are taken to effect such return, implement fallback safeguards and enforce other critical elements of the arrangements contained in the contract between the Entity and Taiwan Power Company.

II. As to the handling of spent fuel elements derived from KWU supplies, the Government of the Federal Republic of Germany is in a position to assure the Government of the United States of America that it is prepared at any time to consult on mutually acceptable conditions for the handling of such spent fuel elements. It is the understanding of the Government of the Federal Republic of Germany that these consultations shall be exercised only between it and the Government of the United States of America.

The Government of the Federal Republic of Germany will require assurance from KWU that it will assist Taiwan Power Company in identifying and using possible avenues for the safe disposal of spent fuel and will assist KWU in these efforts as necessary.

III. Following any termination of U.S. nuclear exports to Taiwan in accordance with U.S. law, the Government of the Federal Republic of Germany would be prepared to consult with the Government of the United States of America prior to any continuation or initiation under other arrangements by German companies of nuclear cooperation with Taiwan.

On behalf of my Government, I have the honour to inform the Government of the United States of America that these conditions will be met. The conditions concerning KWU or the Entity stated above will be embodied, as an integral part, into the relevant export licenses.

This arrangement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the United States of America within three months from the date of this letter.

I would be pleased to receive written confirmation that the understanding as set forth in this letter is correct and satisfactory to the Government of the United States of America.

Yours sincerely,

Peter Hermes [1]

[1] Peter Hermes.

76-319 - 88 - 31

The Under Secretary of State for Management to the German Ambassador

UNDER SECRETARY OF STATE
FOR MANAGEMENT
WASHINGTON

November 5, 1981

Dear Mr. Ambassador:

Thank you for your letter of November 5, 1981, setting forth the understanding of your Government with respect to the terms and conditions under which the Government of the United States is prepared to bring materials and equipment which may be supplied by Kraftwerk Union AG (KWU) for the Taiwan Power Company's nuclear units 7 and 8, including the required fuel assemblies for these units and a fuel fabrication facility, within the scope of the U.S.-Taiwan Bilateral Agreement signed at Washington, D.C., on April 4, 1972, as amended March 15, 1974, and thereby adding them to the inventory of the U.S.-Taiwan-IAEA Trilateral Agreement, done at Vienna on December 6, 1971.

I am pleased to confirm to you that the understanding of your Government as set forth in that letter is correct and satisfactory to the Government of the United States.

Sincerely,

Richard T. Kennedy

His Excellency
Peter Hermes,
Ambassador of The Federal Republic of Germany.

SUDAN

Defense: Status of Military Personnel

Agreement effected by exchange of letters
Signed at Khartoum November 12 and December 27, 1981;
Entered into force December 27, 1981.

The American Ambassador to the Sudanese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Khartoum, Sudan

November 12, 1981

Your Excellency:

I have the honor to refer to recent discussions between our two governments regarding the status of U.S. Military personnel and civilian employees of the Department of Defense who may be present in the Sudan in connection with their official duties.

As a result of these discussions, I have the honor to propose that such personnel be accorded the same status as provided to the technical and administrative staff of the U.S. Embassy. If the foregoing is acceptable to your government, I have the further honor to propose that this note, together with your reply, shall constitute an agreement between our two governments effective from the date of your reply.

Sincerely,

C. William Kontos [1]

His Excellency
Mohamed Mirghani Mubarak,
Minister of Foreign Affairs,
Democratic Republic of the Sudan.

[1] C. William Kontos.

The Sudanese Minister of Foreign Affairs to the American Ambassador

وزارة الخارجية [1]
الخرطوم

الوزير

MFA/PR/I/G/4/G 27/I2/I98I

Your Excellency,

I acknowledge with thanks the receipt of your letter dated November, I2, I98I regarding the Status of U.S. Military Personnel and Civilian employees of the Department of Defence who may be present in Sudan in connection with their official duties.

As a result of the recent discussions between our two Governments, I have the honour to communicate that such personnel shall be accorded the same Status as provided to the technical and administrative Staff of the U.S. Embassy.

Please accept the assurance of my best regards.

Mohammed Mirghani
Minister of Foreign Affairs

H.E. C.William Kontos
Ambassador of the United States

[1] In translation reads: "Ministry of Foreign Affairs
Khartoum
Office of the Minister"

MULTILATERAL

International Trade in Textiles

Protocol extending the arrangement of December 20, 1973, as extended.
Done at Geneva December 22, 1981;
Entered into force January 1, 1982.

PROTOCOL

EXTENDING THE ARRANGEMENT REGARDING
INTERNATIONAL TRADE IN TEXTILES

PROTOCOLE

PORTANT PROROGATION DE L'ARRANGEMENT CONCERNANT
LE COMMERCE INTERNATIONAL DES TEXTILES

PROTOCOLO

DE PRÓRROGA DEL ACUERDO RELATIVO AL COMERCIO
INTERNACIONAL DE LOS TEXTILES

GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

ACUERDO GENERAL SOBRE ARANCELES ADUANEROS Y COMERCIO

22 December 1981

Geneva

PROTOCOL EXTENDING THE ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES [1]

THE PARTIES to the Arrangement Regarding International Trade in Textiles (hereinafter referred to as "the Arrangement" or "MFA")

ACTING pursuant to paragraph 5 of Article 10 of the Arrangement, and

REAFFIRMING that the terms of the Arrangement regarding the competence of the Textiles Committee and the Textiles Surveillance Body are maintained, and

CONFIRMING the understandings set forth in the Conclusions of the Textiles Committee adopted on 22 December 1981, a copy of which is attached herewith,

HEREBY AGREE as follows:

1. The period of validity of the Arrangement set out in Article 16, shall be extended for a period of four years and seven months until 31 July 1986.

2. This Protocol shall be deposited with the Director-General to the CONTRACTING PARTIES to the GATT. It shall be open for acceptance, by signature or otherwise, by the Parties to the Arrangement, by other governments accepting or acceding to the Arrangement pursuant to the provisions of Article 13 thereof and by the European Economic Community.

3. This Protocol shall enter into force on 1 January 1982 for the countries which have accepted it by that date. It shall enter into force for a country which accepts it on a later date as of the date of such acceptance.

Done at Geneva this twenty-second day of December, one thousand nine hundred and eighty-one, in a single copy in the English, French and Spanish languages, each text being authentic.

[1] TIAS 7840, 8939; 25 UST 1001; 29 UST 2287.

CONCLUSIONS OF THE TEXTILES COMMITTEE ADOPTED ON 22 DECEMBER 1981

1. The participants in the Arrangement exchanged views regarding the future of the Arrangement.

2. All participants saw mutual co-operation as the foundation of the Arrangement and as the basis for dealing with problems in a way which would promote the aims and objectives of the MFA. Participants emphasized that the primary aims of the MFA are to ensure the expansion of trade in textile products, particularly for the developing countries, and progressively to achieve the reduction of trade barriers and the liberalization of world trade in textile products while, at the same time, avoiding disruptive effects in individual markets and on individual lines of production in both importing and exporting countries. In this context, it was reiterated that a principal aim in the implementation of the Arrangement is to further the economic and social development of developing countries and to secure a substantial increase in their export earnings from textile products and to provide scope for a greater share for them in world trade in these products.

3. Members of the Textiles Committee recognized that there continued to be a tendency for an unsatisfactory situation to exist in world trade in textile products, and that such a situation, if not satisfactorily dealt with, could work to the detriment of countries participating in international trade in textile products, whether as importers or exporters or both. This situation could adversely affect prospects for international co-operation in the trade field and could have unfortunate repercussions on trade relations in general, and the trade of developing countries in particular.

4. Attention was drawn to the fact that decline in the rate of growth of per capita consumption in textiles and in clothing is an element which may be relevant to the recurrence or exacerbation of a situation of market disruption. Attention was also drawn to the fact that domestic markets may be affected by elements such as technological changes and changes in consumer preference. In this connexion it was recalled that the appropriate factors for the determination of a situation of market disruption as referred to in the Arrangement are listed in Annex A.

5. It was agreed that any serious problems of textile trade falling within the purview of the Arrangement should be resolved through consultations and negotiations conducted under the relevant provisions thereof.

6. The Committee noted the important rôle of and the goodwill expressed by certain exporting participants now predominant in the exporting of textile products in all three fibres covered by the Arrangement in finding and contributing to mutually acceptable solutions to particular problems relative to particularly large restraint levels arising out of the application of the Arrangement as extended by the Protocol.

7. The participants recalled that safeguard measures could only be invoked if there existed a situation of market disruption - as defined in Annex A - or real risk thereof. Noting that Article 6 envisages that in the application of such measures developing countries, especially new entrants, small suppliers and cotton producers shall be given more favourable terms than other countries, the Committee drew particular attention to paragraph 12 below.

8. With respect to the definition of market disruption contained in Annex A of the Arrangement, participants took due note that difficulties had arisen as to its application in practice, leading to misunderstandings between exporting and importing participants, which have had an adverse impact on the operation of the Arrangement. Consequently, and with a view to overcoming these difficulties, the participants agreed that the discipline of Annex A and the procedures of Articles 3 and 4 of the Arrangement should be fully respected and that requests for action under these Articles shall be accompanied by relevant specific factual information. The participants further agreed that the situation prevailing when such action was requested should be periodically reviewed by the parties concerned, the Textiles Surveillance Body (TSB) being promptly informed of any resulting modifications under the terms of Articles 3, paragraph 9, and/or 4, paragraph 4.

9. It was recalled that in exceptional cases where there is a recurrence or exacerbation of a situation of market disruption as referred to in Annex A, and paragraphs 2 and 3 of Annex B, a lower positive growth rate for a particular product from a particular source may be agreed upon between the parties to a bilateral agreement. It was further agreed that where such agreement has taken into account the growing impact of a heavily utilized quota with a very large restraint level for the product in question from a particular source, accounting for a very large share of the market of the importing country for textiles and clothing, the exporting party to the agreement concerned may agree to any mutually acceptable arrangements with regard to flexibility.

10. The view was expressed that real difficulties may be caused in importing countries by sharp and substantial increases in imports as a result of significant differences between larger restraint levels negotiated in accordance with Annex B on the one hand and actual imports on the other. Where such significant difficulties stem from consistently under-utilized larger restraint levels and cause or threaten serious and palpable damage to domestic industry, an exporting participant may agree to mutually satisfactory solutions or arrangements. Such solutions or arrangements shall provide for equitable and quantifiable compensation to the exporting participant to be agreed by both parties concerned.

11. The Committee recognized that countries having small markets, an exceptionally high level of imports and a correspondingly low level of domestic production are particularly exposed to the problems arising from imports causing market disruption as defined in Annex A, and that their problems should be resolved in a spirit of equity and flexibility in order to avoid damage to those countries' minimum viable production of textiles. In the case of those countries, the provisions of Article 1, paragraph 2, and Annex B, paragraph 2, should be fully implemented. The exporting participants may, in the case of countries referred to in this paragraph, agree to any mutually acceptable arrangements with regard to paragraph 5 of Annex B; special consideration in this respect would be given to their concerns regarding the avoidance of damage to these countries' minimum viable production of textiles.

12. The participating countries were conscious of the problems posed by restraints on exports of new entrants and small suppliers, as well as on exports of cotton textiles by cotton producing countries. They re-affirmed their commitment to the letter and intent of Article 6 of the Arrangement and to the effective implementation of this Article to the benefit of these countries.

To this end they agreed that:

(a) Restraints on exports from small suppliers and new entrants should normally be avoided. For the purposes of Article 6, paragraph 3, shares in imports of textiles and those in clothing may be considered separately.

(b) Restraints on exports from new entrants and small suppliers should, having regard to Article 6, paragraph 2, take due account of the future possibilities for the development of trade and the need to permit commercial quantities of imports.

(c) Exports of cotton textiles from cotton producing exporting countries should be given special consideration. Where restraints are applied, more favourable treatment should be given to these countries in terms of quotas, growth rates and flexibility in view of the importance of such trade to these countries, having due regard to the provisions of Annex B.

(d) The provisions of Annex B relating to exceptional circumstances and cases should be applied sparingly to exports from new entrants, small suppliers and trade in cotton textiles of cotton producing developing countries.

(e) Any restraints envisaged on exports from new entrants, small suppliers and cotton textile producing countries shall take into account the treatment of similar exports from other participants, as well as non-participants in terms of Article 8, paragraph 3.

13. The Committee recalled that consideration is to be given to special and differential treatment which should be accorded to trade referred to in Article 6, paragraph 6.

14. Participants agreed to co-operate fully in dealing with problems relating to circumvention of the Arrangement, in the light of the provisions of Article 8 thereof. It was agreed that the appropriate administrative action referred to in Article 8, paragraph 2, should in principle, where evidence is available regarding the country of true origin and the circumstances of circumvention, include adjustment of charges to existing quotas to reflect the country of true origin; any such adjustment together with its timing and scope being decided in consultation between the countries concerned, with a view to arriving at a mutually satisfactory solution. If such a solution is not reached any participant involved may refer the matter to the TSB in accordance with the provisions of Article 8, paragraph 2.

15. In pursuance of the objective of trade liberalization embodied in the Arrangement, the Committee reaffirmed the need to monitor adjustment policies and measures and the process of autonomous adjustment in terms of the provisions of Article 1, paragraph 4. To this end, the Committee decided that a Sub-Committee should be established to carry out activities previously performed by the Working Group on Adjustment Measures and to make a periodic review of developments in autonomous adjustment processes and in policies and measures to facilitate adjustment, as well as in production and trade in textiles, on the basis of material and information to be provided by participating countries. The Sub-Committee would report periodically to the Textiles Committee to enable that Committee to fulfil its obligations under Article 10, paragraph 2.

16. Participating countries reaffirmed their commitment to the objectives of the expansion of trade, reduction of barriers to such trade and the progressive liberalization of world trade in textile products, while recognizing that these objectives also depend importantly upon matters outside the scope of the Arrangement, such as the reduction of tariffs.

17. In the context of the phasing out of restraints under the Arrangement, priority attention would be given to sectors of trade, e.g., wool tops, and suppliers for which the Arrangement provides for special and more favourable treatment as referred to in Article 6.

18. The participants reaffirmed the importance of the effective functioning of the two organs of the Arrangement, the Textiles Committee and the TSB, in their respective areas of competence. In this context, the participants emphasized the importance of the responsibilities of the TSB as set forth in Article 11 of the MFA.

19. The participants also reaffirmed that the rôle of the TSB is to exercise its functions as set out in Article 11 so as to help ensure the effective and equitable operation of the Arrangement and to further its objectives.

20. The Committee recognized the need for close co-operation among participants for the effective discharge of the TSB's responsibilities.

21. The participants also noted that, should any participant or participants be unable to accept the conclusions or recommendations of the Textiles Surveillance Body, or should, following its recommendations, problems continue to exist between the parties, the procedures set forth in Article 11, paragraphs 8, 9 and 10 are available.

22. The participants reaffirmed the importance of Article 7 to the effective operation of the Arrangement.

23. It was felt that in order to ensure the proper functioning of the MFA, all participants should refrain from taking measures on textiles covered by the MFA, outside the provisions therein, before exhausting all the relief measures provided in the MFA.

24. Taking into account the evolutionary and cyclical nature of trade in textiles and the importance both to importing and exporting countries of prior resolution of problems in a constructive and equitable manner for the interest of all concerned, and on the basis of the elements mentioned in paragraphs 1 to 23 above, which supersede in their totality those adopted on 14 December 1977, the Textiles Committee considered that the Arrangement in its present form should be extended for a period of four years and seven months, subject to confirmation by signature as from 22 December 1981 of a Protocol for this purpose.

PROTOCOLE PORTANT PROROGATION DE L'ARRANGEMENT
CONCERNANT LE COMMERCE INTERNATIONAL
DES TEXTILES

LES PARTIES à l'Arrangement concernant le commerce international des textiles (ci-après dénommé "l'Arrangement" ou "l'AMF"),

AGISSANT conformément au paragraphe 5 de l'article 10 de l'Arrangement,

REAFFIRMANT que les dispositions de l'Arrangement qui concernent la compétence du Comité des textiles et de l'Organe de surveillance des textiles sont maintenues, et

CONFIRMANT les points convenus dans les Conclusions du Comité des textiles adoptées le 22 décembre 1981, dont le texte est annexé au présent Protocole,

SONT CONVENUES de ce qui suit:

1. La validité de l'Arrangement selon son article 16 est prorogée de quatre ans et sept mois, jusqu'au 31 juillet 1986.

2. Le présent Protocole sera déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général. Il sera ouvert à l'acceptation, par signature ou autrement, des parties à l'Arrangement, des autres gouvernements qui acceptent l'Arrangement ou y accèdent conformément aux dispositions de son article 13, et de la Communauté économique européenne.

3. Le présent Protocole entrera en vigueur le 1er janvier 1982 pour les pays qui l'auront accepté à cette date. Pour tout pays qui l'acceptera à une date ultérieure, il entrera en vigueur à la date de cette acceptation.

Fait à Genève, le vingt-deux décembre mil neuf cent quatre-vingt-un, en un seul exemplaire, en langues française, anglaise et espagnole, les trois textes faisant également foi.

CONCLUSIONS DU COMITE DES TEXTILES
ADOPTEES LE 22 DECEMBRE 1981

1. Les participants à l'Arrangement ont procédé à des échanges de vues concernant l'avenir de l'Arrangement.

2. Tous les participants ont été d'avis que la coopération mutuelle devait être le fondement de l'Arrangement et servir de base pour traiter les problèmes d'une manière qui permettrait de promouvoir les buts et les objectifs de l'AMF. Les participants ont souligné que les buts essentiels de l'AMF sont d'assurer l'expansion du commerce des produits textiles, en particulier pour les pays en voie de développement, et d'aboutir progressivement, en ce qui concerne ces produits, à l'abaissement des obstacles aux échanges et à la libéralisation du commerce mondial, tout en évitant que des marchés ou des productions subissent des effets de désorganisation, aussi bien dans les pays importateurs que dans les pays exportateurs. Il a été réitéré à cet égard que, dans la mise en oeuvre de l'Arrangement, l'un des principaux objectifs est de favoriser le développement économique et social des pays en voie de développement, d'assurer un accroissement substantiel de leurs recettes provenant de l'exportation de produits textiles, et de leur permettre d'obtenir une plus grande part du commerce mondial de ces produits.

3. Les membres du Comité des textiles ont reconnu que le commerce mondial des produits textiles reste caractérisé par une tendance à une situation peu satisfaisante, et qu'une telle situation, si elle n'était pas traitée de façon satisfaisante, pourrait avoir des conséquences dommageables pour les pays qui participent au commerce international des produits textiles aussi bien comme importateurs que comme exportateurs. Cette situation pourrait avoir une incidence négative sur les perspectives de coopération internationale dans le domaine du commerce, et des répercussions fâcheuses sur les relations commerciales en général et sur le commerce des pays en voie de développement en particulier.

4. L'attention a été appelée sur le fait que la baisse du taux de croissance de la consommation par habitant de textiles et de vêtements est un élément qui peut être en rapport avec le retour ou l'exacerbation d'une situation de désorganisation du marché. L'attention a été également appelée sur le fait que les marchés intérieurs peuvent être affectés par des éléments tels que des changements technologiques ou des changements dans les préférences des consommateurs. Il a été rappelé à cet égard que les facteurs dont il y a lieu de tenir compte pour la détermination d'une situation de désorganisation du marché au sens de l'Arrangement, sont énumérés à l'annexe A.

5. Il a été convenu que tout problème grave du commerce des textiles qui serait du domaine de l'Arrangement devrait être résolu par voie de consultations et de négociations menées dans le cadre des dispositions dudit Arrangement applicables en l'espèce.

6. Le Comité a noté que, s'agissant de rechercher des solutions mutuellement acceptables pour des problèmes particuliers relatifs à des niveaux de limitation particulièrement élevés découlant de l'application de l'Arrangement tel qu'il a été prorogé par le Protocole, et s'agissant de contribuer à de telles solutions, certains participants exportateurs qui occupent aujourd'hui une place prédominante dans le commerce d'exportation des produits textiles pour les trois fibres visées par l'Arrangement ont un rôle important à jouer et ont exprimé leur bonne volonté.

7. Les participants ont rappelé que des mesures de sauvegarde ne peuvent être prises que s'il existe une situation de désorganisation du marché - telle qu'elle est définie à l'annexe A - ou un risque réel de désorganisation. Notant que l'article 6 prévoit que, dans l'application de ces mesures, les pays en voie de développement, en particulier les nouveaux venus, les petits fournisseurs et les producteurs de coton, devront bénéficier de conditions plus favorables que les autres pays, le Comité a appelé l'attention en particulier sur le paragraphe 12 ci-après.

8. En ce qui concerne la définition de la désorganisation du marché qui figure à l'annexe A de l'Arrangement, les participants ont dûment pris note que son application dans la pratique a donné lieu à des difficultés qui ont conduit à des malentendus entre des participants exportateurs et des participants importateurs et qui ont nui au fonctionnement de l'Arrangement. En conséquence, et pour surmonter ces difficultés, les participants sont convenus que la discipline prévue à l'annexe A ainsi que les procédures des articles 3 et 4 de l'Arrangement devraient être pleinement respectées et que les demandes tendant à l'adoption de mesures au titre de ces articles devront être assorties de renseignements factuels précis et pertinents. Les participants sont en outre convenus que la situation régnant au moment où une telle demande a été présentée devrait être périodiquement revue par les parties concernées, l'Organe de surveillance des textiles (OST) étant promptement informé, conformément aux dispositions de l'article 3, paragraphe 9, et/ou de l'article 4, paragraphe 4, de toute modification résultant de cet examen.

9. Il a été rappelé que, dans les cas exceptionnels de retour ou d'exacerbation d'une situation de désorganisation du marché au sens de l'annexe A et des paragraphes 2 et 3 de l'annexe B, les parties à un accord bilatéral peuvent convenir d'un coefficient de croissance positif moins élevé pour un produit donné d'une certaine provenance. Il a en outre été convenu que si un tel accord a pris en compte l'incidence croissante d'un contingent fortement utilisé et comportant un niveau de limitation très élevé pour le produit en question d'une certaine provenance qui représente une part très importante du marché des textiles et du vêtement du pays importateur, le pays exportateur partie à cet accord peut souscrire à tout arrangement mutuellement acceptable en ce qui concerne la flexibilité.

10. L'opinion a été exprimée que des difficultés réelles peuvent être causées dans les pays importateurs par des augmentations soudaines et substantielles des importations résultant de différences importantes entre, d'une part, des niveaux de limitation assez élevés qui auraient été négociés conformément aux dispositions de l'annexe B et, d'autre part, les importations effectives. Dans les cas où des difficultés importantes de cette nature proviennent d'une sous-utilisation suivie de niveaux de limitation assez élevés et causent ou menacent de causer un préjudice grave et tangible à une industrie nationale, un participant exportateur peut convenir de solutions ou d'arrangements mutuellement satisfaisants. Ces solutions ou arrangements devront prévoir une compensation équitable et quantifiable pour le participant exportateur, à convenir par les deux parties concernées.

11. Le Comité a reconnu que les pays qui n'ont qu'un petit marché, avec un niveau d'importations exceptionnellement élevé et une production intérieure corrélativement basse, sont particulièrement exposés à connaître les problèmes qui résultent d'importations causant une désorganisation du marché telle qu'elle est définie à l'annexe A, et que leurs problèmes devraient être résolus dans un esprit d'équité et de flexibilité afin d'éviter qu'il ne soit porté atteinte à leur production minimum viable de textiles. Dans le cas de ces pays, les dispositions de l'article premier, paragraphe 2, et de l'annexe B, paragraphe 2, devraient être pleinement appliquées. Les participants exportateurs peuvent, dans le cas des pays visés dans le présent paragraphe, souscrire à tous arrangements mutuellement acceptables pour ce qui est du paragraphe 5 de l'annexe B; à cet égard, la préoccupation de ces pays d'éviter qu'un préjudice soit causé à leur production minimum viable de textiles serait spécialement prise en considération.

12. Les pays participants avaient conscience des problèmes que posent les limitations appliquées aux exportations des nouveaux venus et des petits fournisseurs, ainsi qu'à celles de textiles de coton des pays producteurs de coton. Ils ont réaffirmé leur attachement à la lettre et à l'esprit de l'article 6 de l'Arrangement et à la mise en oeuvre efficace de cet article dans l'intérêt de ces pays.

A cet effet, ils sont convenus de ce qui suit:

a) Il conviendrait d'éviter en principe de limiter les exportations de petits fournisseurs et des nouveaux venus. Aux fins d'application de l'article 6, paragraphe 3, les parts des importations de textiles et celles des importations de vêtements pourront être considérées séparément.

b) Eu égard aux dispositions de l'article 6, paragraphe 2, les limitations appliquées aux exportations des nouveaux venus et des petits fournisseurs devraient tenir dûment compte des possibilités futures de développement des échanges et de la nécessité de permettre des importations en quantités commerciales.

c) Il conviendrait de prêter une attention spéciale aux exportations de textiles de coton des pays producteurs de coton. Lorsque des limitations sont appliquées, étant donné l'importance de ce commerce pour ces pays, un traitement plus favorable devrait leur être accordé, pour ce qui est des contingents, des coefficients de croissance et de la flexibilité, compte dûment tenu des dispositions de l'annexe B.

d) Les dispositions de l'annexe B relatives aux circonstances et aux cas exceptionnels devraient être appliquées avec retenue aux exportations des nouveaux venus et des petits fournisseurs et au commerce de textiles de coton des pays en voie de développement producteurs de coton.

e) Toute limitation qu'il serait envisagé d'appliquer aux exportations des nouveaux venus, des petits fournisseurs et des pays producteurs de textiles de coton devra tenir compte du traitement appliqué aux exportations similaires des autres participants, et à celles des non-participants, conformément aux dispositions de l'article 8, paragraphe 3.

13. Le Comité a rappelé qu'il fallait prendre en considération l'application d'un traitement spécial et différencié au commerce dont il est question à l'article 6, paragraphe 6.

14. Les participants sont convenus de coopérer pleinement pour traiter, à la lumière des dispositions de l'article 8 de l'Arrangement, les problèmes relatifs au contournement dudit Arrangement. Il a été convenu que, lorsque l'on disposera de preuves concernant le véritable pays d'origine et les circonstances dans lesquelles l'Arrangement aurait été contourné, les mesures administratives appropriées dont il est question à l'article 8, paragraphe 2, devraient comprendre en principe un ajustement des imputations sur les contingents existants, pour tenir compte du véritable pays d'origine; tout ajustement de cette nature, ainsi que le moment où il sera opéré et sa portée, seront décidés dans le cadre de consultations entre les pays concernés visant à arriver à une solution mutuellement satisfaisante. Si une telle solution n'intervient pas, tout participant concerné pourra porter la question devant l'OST conformément aux dispositions de l'article 8, paragraphe 2.

15. Conformément à l'objectif de libéralisation du commerce énoncé dans l'Arrangement, le Comité a réaffirmé la nécessité de surveiller les politiques et mesures d'ajustement ainsi que les processus autonomes d'ajustement visés à l'article premier, paragraphe 4. A cet effet, le Comité a décidé d'instituer un sous-comité qui sera chargé d'exercer les activités précédemment confiées au Groupe de travail des mesures d'aménagement de structure, et d'examiner périodiquement l'évolution des processus autonomes d'ajustement, des politiques et mesures destinées à

faciliter l'ajustement, ainsi que de la production et du commerce des textiles, en se fondant sur la documentation et les renseignements que fourniront les pays participants. Le Sous-Comité fera périodiquement rapport au Comité des textiles afin de lui permettre de s'acquitter de ses obligations au titre de l'article 10, paragraphe 2.

16. Les pays participants ont réaffirmé leur engagement à l'égard des objectifs d'expansion du commerce, d'abaissement des obstacles au commerce et de libéralisation progressive du commerce mondial des produits textiles, tout en reconnaissant que ces objectifs dépendent également dans une mesure importante de questions étrangères à l'Arrangement, par exemple l'abaissement des droits de douane.

17. Dans le cadre de l'élimination progressive des limitations au titre de l'Arrangement, une attention prioritaire serait accordée aux secteurs du commerce, par exemple, celui des peignés de laine, et aux fournisseurs pour lesquels l'Arrangement prévoit un traitement spécial et plus favorable, ainsi qu'il est indiqué à l'article 6.

18. Les participants ont réaffirmé qu'il importe que les deux organes institués par l'Arrangement, c'est-à-dire le Comité des textiles et l'OST, fonctionnent efficacement dans leurs domaines de compétence respectifs. Ils ont insisté à cet égard sur l'importance des responsabilités de l'OST énoncées à l'article 11 de l'AMF.

19. Les participants ont également réaffirmé que le rôle de l'OST consiste à s'acquitter des fonctions indiquées à l'article 11 de façon à contribuer à assurer le fonctionnement efficace et équitable de l'Arrangement et à favoriser la réalisation de ses objectifs.

20. Le Comité a reconnu la nécessité d'une étroite coopération entre les participants pour que l'OST puisse assumer efficacement ses responsabilités.

21. Les participants ont également noté qu'au cas où un ou plusieurs participants ne seraient pas en mesure d'accepter les conclusions ou recommandations de l'Organe de surveillance des textiles, ou qu'à la suite de ces recommandations, des problèmes subsisteraient entre les parties, il pourra être recouru aux procédures indiquées à l'article 11, paragraphes 8, 9 et 10.

22. Les participants ont réaffirmé l'importance de l'article 7 pour le fonctionnement efficace de l'Arrangement.

23. Il a été estimé que, pour assurer le bon fonctionnement de l'AMF, tous les participants devraient s'abstenir d'appliquer aux textiles visés par l'Arrangement des mesures non prévues par les dispositions de celui-ci, aussi longtemps qu'ils n'en auront pas épuisé toutes les mesures correctives.

24. Compte tenu du caractère évolutif et cyclique du commerce des textiles et de l'importance que revêt, tant pour les pays importateurs que pour les pays exportateurs, la solution préalable des problèmes d'une manière constructive et équitable dans l'intérêt de toutes les parties concernées, et sur la base des éléments mentionnés aux paragraphes 1 à 23 ci-dessus, qui remplacent dans leur totalité ceux qui avaient été adoptés le 14 décembre 1977, le Comité des textiles a estimé que l'Arrangement sous sa forme actuelle devrait être prorogé pour une période de quatre ans et sept mois, sous réserve de confirmation par la signature, à partir du 22 décembre 1981, d'un Protocole établi à cet effet.

PROTOCOLO DE PRORROGA DEL ACUERDO RELATIVO AL COMERCIO INTERNACIONAL DE LOS TEXTILES

LAS PARTES en el Acuerdo relativo al comercio internacional de los textiles (llamado en adelante "Acuerdo" o "AMF"),

ACTUANDO en conformidad con el párrafo 5 del artículo 10 del Acuerdo,

REAFIRMANDO el mantenimiento de las disposiciones del Acuerdo relativas a la competencia del Comité de los Textiles y del Organo de Vigilancia de los Textiles, y

CONFIRMANDO los entendimientos enunciados en las Conclusiones del Comité de los Textiles adoptadas el 22 de diciembre de 1981, cuyo texto se adjunta,

CONVIENEN por el presente Protocolo en lo siguiente:

1. El plazo de validez del Acuerdo, establecido en su artículo 16, será prorrogado por cuatro años y siete meses, hasta el 31 de julio de 1986.

2. El presente Protocolo se depositará en poder del Director General de las PARTES CONTRATANTES del Acuerdo General. Estará abierto a la aceptación, mediante firma o de otro modo, de las partes en el Acuerdo, de otros gobiernos que acepten el Acuerdo o que se adhieran a él de conformidad con las disposiciones del artículo 13 del mismo, y de la Commidad Económica Europea.

3. El presente Protocolo entrará en vigor el día 1.° de enero de 1982 para los países que en esa fecha lo hayan aceptado. Para los países que lo acepten en fecha posterior, entrará en vigor en la fecha en que se produzca esa aceptación.

Hecho en Ginebra el veintidós de diciembre de mil novecientos ochenta y uno, en un solo ejemplar, y en los idiomas español, francés e inglés, siendo los tres textos igualmente auténticos.

CONCLUSIONES DEL COMITÉ DE LOS TEXTILES, ADOPTADAS EL 22 DE DICIEMBRE DE 1981

1. Los participantes en el Acuerdo intercambiaron opiniones sobre el futuro del mismo.

2. Todos los participantes consideraron que la cooperación mutua es el fundamento del Acuerdo y la base para tratar los problemas de una forma que favorezca los fines y objetivos del AMF. Los participantes hicieron hincapié en que los objetivos fundamentales del AMF son asegurar la expansión del comercio de productos textiles, particularmente en el caso de los países en desarrollo, y conseguir progresivamente la reducción de los obstáculos al comercio y la liberalización del comercio mundial de productos textiles, y al mismo tiempo evitar los efectos desorganizadores en los distintos mercados y las distintas líneas de producción, tanto en los países importadores como en los exportadores. En ese contexto se reiteró que un objetivo principal en la aplicación del Acuerdo es fomentar el desarrollo económico y social de los países en desarrollo, conseguir un aumento substancial de sus ingresos procedentes de la exportación de productos textiles y darles la posibilidad de conseguir una mayor participación en el comercio mundial de estos productos.

3. Los miembros del Comité de los Textiles reconocieron que la situación sigue tendiendo a ser insatisfactoria en el comercio mundial de los productos textiles, y que esa situación, de no ser tratada satisfactoriamente, podría ir en detrimento de los países que participan en el comercio internacional de productos textiles, tanto en calidad de importadores como en calidad de exportadores, o en ambas calidades a la vez. Esta situación podría afectar desfavorablemente a las perspectivas de cooperación internacional en la esfera comercial y podría tener repercusiones desafortunadas en las relaciones comerciales en general y el comercio de los países en desarrollo en particular.

4. Se llamó la atención sobre el hecho de que el descenso de la tasa de crecimiento del consumo por habitante de textiles y vestido es un elemento que puede guardar relación con la repetición o exacerbación de una situación de desorganización del mercado. También se llamó la atención sobre el hecho de que elementos tales como los cambios tecnológicos y los cambios en las preferencias del consumidor pueden afectar a los mercados interiores. Se recordó a este respecto que en el anexo A se enumeran los factores apropiados para la determinación de una situación de desorganización del mercado según se contempla en el Acuerdo.

5. Se acordó que todo problema grave del comercio de los textiles que quede comprendido en el ámbito del Acuerdo debería resolverse mediante consultas y negociaciones celebradas de conformidad con las disposiciones pertinentes del mismo.

6. El Comité observó el importante papel de ciertos participantes exportadores que actualmente ocupan una posición predominante en la exportación de productos textiles de las tres fibras cubiertas por el Acuerdo y la buena voluntad por ellos manifestada para buscar y contribuir a soluciones mutuamente aceptables para problemas particulares relativos a niveles de limitación particularmente grandes resultantes de la aplicación del Acuerdo prorrogado por el Protocolo.

7. Los participantes recordaron que sólo se puede recurrir a medidas de salvaguardia si existe una situación de desorganización del mercado -según se define en el anexo A- o un riesgo real de que se produzca. Observando que en el artículo 6 se prevé que la aplicación de tales medidas a los países en desarrollo, especialmente a los nuevos exportadores, los pequeños abastecedores y los productores de algodón, se hará en condiciones más favorables que las establecidas para otros países, el Comité llamó la atención en particular sobre el párrafo 12 infra.

8. En lo referente a la definición de "desorganización del mercado" que figura en el anexo A del Acuerdo, los participantes tomaron debida nota de que habían surgido dificultades en cuanto a su aplicación en la práctica, las cuales habían dado lugar a malentendidos entre los participantes exportadores e importadores y habían repercutido desfavorablemente en el funcionamiento del Acuerdo. En consecuencia, y con objeto de superar esas dificultades, los participantes acordaron que deberían respetarse plenamente la disciplina establecida en el anexo A y los procedimientos de los artículos 3 y 4 del Acuerdo y que las peticiones de adopción de medidas en el marco de estos artículos deberán ir acompañadas de información fáctica precisa y pertinente. Los participantes acordaron además que las partes interesadas deberían examinar periódicamente la situación reinante al solicitarse la adopción de tales medidas, informándose con prontitud al Organo de Vigilancia de los Textiles (OVT) de cualquier modificación resultante de tal examen, de conformidad con lo dispuesto en el párrafo 9 del artículo 3 y/o en el párrafo 4 del artículo 4.

9. Se recordó que en los casos excepcionales en que se repita o se exacerbe una situación de desorganización del mercado en el sentido del anexo A y los párrafos 2 y 3 del anexo B, las partes en un acuerdo bilateral podrán acordar la aplicación de un coeficiente de crecimiento positivo más bajo respecto de un producto determinado procedente de una fuente determinada. Se acordó además que cuando al adoptar dicho acuerdo se haya tenido en cuenta el creciente impacto de un contingente abundantemente utilizado con un nivel de limitación muy grande para el producto de que se trate procedente de una determinada fuente, que represente una parte muy grande del mercado de textiles y vestido del país importador, el país exportador parte en el acuerdo considerado podrá convenir en la adopción de cualesquiera disposiciones que sean mutuamente aceptables en materia de flexibilidad.

10. Se expresó la opinión de que los países importadores pueden tropezar con verdaderas dificultades causadas por incrementos bruscos e importantes de las importaciones como consecuencia de la existencia de diferencias sustanciales entre los niveles más grandes de limitación negociados de conformidad con el anexo B, por un lado, y las importaciones efectivamente realizadas, por otro. Cuando esas dificultades considerables tengan su origen en la persistente subutilización de los niveles más grandes de limitación y causen o amenacen causar un perjuicio grave y palpable a la industria nacional, un participante exportador podrá convenir en la adopción de soluciones o arreglos mutuamente satisfactorios. En tales soluciones o arreglos se deberá prever una compensación equitativa y cuantificable al participante exportador, que habrá de ser acordada por ambas partes interesadas.

11. El Comité reconoció que los países con mercados pequeños, que tengan un nivel de importación excepcionalmente alto y un nivel de producción nacional correlativamente bajo están especialmente expuestos a los problemas planteados por las importaciones que causen desorganización del mercado tal como se define en el anexo A, y que sus problemas deberían resolverse con espíritu equitativo y flexible con el fin de evitar un perjuicio a su producción mínima viable de textiles. En el caso de esos países, deben aplicarse plenamente las disposiciones del párrafo 2 del artículo 1 y del párrafo 2 del anexo B. Los participantes exportadores pueden, en el caso de los países mencionados en el presente párrafo, suscribir arreglos mutuamente aceptables en lo referente al párrafo 5 del anexo B; a este respecto, se tendría especialmente en consideración la preocupación de los citados países por evitar que se perjudique su producción mínima viable de textiles.

12. Los países participantes tenían conciencia de los problemas planteados por las limitaciones impuestas a las exportaciones de los nuevos exportadores y pequeños abastecedores, así como a las de textiles de algodón efectuadas por los países productores de algodón. Los países participantes reafirmaron su compromiso de cumplir la letra y el espíritu del artículo 6 del Acuerdo y de aplicar eficazmente este artículo en beneficio de los mencionados países.

A tal fin convinieron en lo siguiente:

a) Normalmente debería evitarse la limitación de las exportaciones de los pequeños abastecedores y los nuevos exportadores. A los efectos del párrafo 3 del artículo 6, pueden considerarse por separado las partes que les correspondan en las importaciones de textiles y en las de vestido.

b) Habida cuenta del párrafo 2 del artículo 6, en la aplicación de limitaciones a las exportaciones de los nuevos exportadores y pequeños abastecedores deberían tomarse cumplidamente en consideración las futuras posibilidades de desarrollo del comercio y la necesidad de permitir las importaciones en cantidades comerciales.

c) Debería concederse especial consideración a las exportaciones de textiles de algodón de los países productores de algodón. En caso de aplicarse limitaciones, se debería conceder a estos países un trato más favorable en lo referente a contingentes, coeficientes de crecimiento y flexibilidad, dada la importancia de este comercio para los mencionados países, teniendo debidamente en cuenta lo dispuesto en el anexo B.

d) Las disposiciones del anexo B relativas a circunstancias y casos excepcionales deberían aplicarse con moderación a las exportaciones de los nuevos exportadores o de pequeños abastecedores y al comercio de textiles de algodón de los países en desarrollo productores de algodón.

e) Cuando se contemple imponer cualesquiera limitaciones a las exportaciones de nuevos exportadores, pequeños abastecedores y países productores de textiles de algodón, se deberá tomar en consideración el trato otorgado a exportaciones similares de los demás participantes y de países no participantes, con arreglo al párrafo 3 del artículo 8.

13. El Comité recordó que ha de tomarse en consideración el trato especial y diferenciado que debería concederse al comercio a que se refiere el párrafo 6 del artículo 6.

14. Los participantes acordaron cooperar plenamente para tratar los problemas relativos a la elusión del Acuerdo a la luz de las disposiciones de su artículo 8. Se acordó que, cuando se disponga de pruebas con respecto al verdadero país de origen y a las circunstancias de la elusión, las medidas administrativas apropiadas a que se hace referencia en el párrafo 2 del artículo 8 deberían comprender en principio el reajuste de los cargos a los contingentes existentes para tener en cuenta el verdadero país de origen, decidiéndose tal reajuste, así como el momento de hacerlo y el alcance del mismo, en consulta entre los países interesados, a fin de llegar a una solución mutuamente satisfactoria. Si no se llega a tal solución, cualquier participante interesado podrá someter el asunto al OVT de conformidad con lo dispuesto en el párrafo 2 del artículo 8.

15. Para conseguir el objetivo de liberalización del comercio, inscrito en el Acuerdo, el Comité reafirmó la necesidad de vigilar las políticas y medidas de reajuste y el proceso de reajuste autónomo a que se refiere el párrafo 4 del artículo 1. A tal fin, el Comité decidió establecer un Subcomité encargado de llevar a cabo las actividades anteriormente desempeñadas por el Grupo de trabajo sobre medidas de reajuste y de hacer un examen periódico de lo acontecido en materia de procesos autónomos de reajuste y de políticas y medidas encaminadas a facilitar el reajuste, así como en materia de producción y comercio de textiles, sobre la base de los materiales y de la información que habrán de facilitar las partes contratantes. El Subcomité informará periódicamente al Comité de los Textiles para que éste pueda cumplir con las obligaciones que le impone el párrafo 2 del artículo 10.

16. Los países participantes reafirmaron su compromiso de perseguir los objetivos de expansión del comercio, reducción de los obstáculos contrarios a éste y liberalización progresiva del comercio mundial de productos textiles, reconociendo al mismo tiempo que estos objetivos dependen también en medida importante de cuestiones que quedan fuera del alcance del Acuerdo, tales como las relativas a la reducción de los aranceles.

17. En el contexto de la eliminación progresiva de las limitaciones fijadas en virtud del Acuerdo, se concedería atención prioritaria a los sectores del comercio, por ejemplo, las mechas peinadas (tops) de lana, y a los abastecedores para los que el Acuerdo prevé el trato especial y más favorable a que se hace referencia en el artículo 6.

18. Los participantes reafirmaron la importancia del funcionamiento eficaz de los dos órganos del Acuerdo, el Comité de los Textiles y el OVT, en sus respectivas esferas de competencia. A este respecto, los participantes hicieron hincapié en la importancia de las funciones que corresponden al OVT de conformidad con lo establecido en el artículo 11 del AMF.

19. Los participantes reafirmaron asimismo que la misión del OVT es desempeñar las funciones señaladas en el artículo 11 de manera que contribuya a garantizar el funcionamiento eficaz y equitativo del Acuerdo y a promover la consecución de sus objetivos.

20. El Comité reconoció la necesidad de una estrecha colaboración entre los participantes para que el OVT pueda desempeñar eficazmente sus funciones.

21. Los participantes tomaron nota también de que, en caso de que alguno o algunos de ellos no puedan aceptar las conclusiones o recomendaciones del Organo de Vigilancia de los Textiles, o en la eventualidad de que, después de las recomendaciones de éste, sigan planteándose problemas entre las partes, podrá recurrirse a los procedimientos establecidos en los párrafos 8, 9 y 10 del artículo 11.

22. Los participantes reafirmaron la importancia del artículo 7 para el funcionamiento eficaz del Acuerdo.

23. Se estimó que, con objeto de asegurar el buen funcionamiento del AMF, todos los participantes deberían abstenerse de aplicar a los textiles comprendidos en el Acuerdo medidas no previstas en sus disposiciones, sin antes haber agotado todas las medidas de corrección en él contempladas.

24. Teniendo en cuenta el carácter evolutivo y cíclico del comercio de los textiles y la importancia que tiene, tanto para los países importadores como para los exportadores, la solución previa de los problemas de manera constructiva y equitativa en interés de todas las partes involucradas, y sobre la base de las conclusiones mencionadas en los párrafos 1 a 23 supra, que reemplazan en su totalidad a las adoptadas el 14 de diciembre de 1977, el Comité de los Textiles decidió que el Acuerdo debería prorrogarse por un período de cuatro años y siete meses, confirmándolo mediante la firma, a partir del 22 de diciembre de 1981, de un Protocolo a tal efecto.

For the Argentine Republic:	*Pour la République argentine:*	*Por la República Argentina:*
For the Commonwealth of Australia:	*Pour le Commonwealth d'Australie:*	*Por el Commonwealth de Australia:*
For the Republic of Austria:	*Pour la République d'Autriche:*	*Por la República de Austria:*
For the People's Republic of Bangladesh:	*Pour la République populaire du Bangladesh:*	*Por la República Popular de Bangladesh:*
For Barbados:	*Pour la Barbade:*	*Por Barbados:*
For the Kingdom of Belgium:	*Pour le Royaume de Belgique:*	*Por el Reino de Bélgica:*
For the People's Republic of Benin:	*Pour la République populaire du Bénin:*	*Por la República Popular de Benin:*
For the Federative Republic of Brazil:	*Pour la République fédérative du Brésil:*	*Por la República Federativa del Brasil:*
For the Socialist Republic of the Union of Burma:	*Pour la République socialiste de l'Union birmane:*	*Por la República Socialista de la Unión Birmana:*
For the Republic of Burundi:	*Pour la République du Burundi:*	*Por la República de Burundi:*
For the United Republic of Cameroon:	*Pour la République-Unie du Cameroun:*	*Por la República Unida del Camerún:*
For Canada:	*Pour le Canada:*	*Por el Canadá:*
For the Central African Republic:	*Pour la République centrafricaine:*	*Por la República centroafricana:*
For the Republic of Chad:	*Pour la République du Tchad:*	*Por la República del Chad:*
For the Republic of Chile:	*Pour la République du Chili:*	*Por la República de Chile:*
For the Republic of Colombia:	*Pour la République de Colombie:*	*Por la República de Colombia:*
For the People's Republic of the Congo:	*Pour la République populaire du Congo:*	*Por la República Popular del Congo:*
For the Republic of Cuba:	*Pour la République de Cuba:*	*Por la República de Cuba:*
For the Republic of Cyprus:	*Pour la République de Chypre:*	*Por la República de Chipre:*

For the Czechoslovak Socialist Republic:	*Pour la République socialiste tchécoslovaque:*	*Por la República Socialista Checoslovaca:*
For the Kingdom of Denmark:	*Pour le Royaume du Danemark:*	*Por el Reino de Dinamarca:*
For the Dominican Republic:	*Pour la République dominicaine:*	*Por la República Dominicana:*
For the Arab Republic of Egypt:	*Pour la République arabe d'Egypte:*	*Por la República Arabe de Egipto:*
For the Republic of Finland:	*Pour la République de Finlande:*	*Por la República de Finlandia:*
For the French Republic:	*Pour la République française:*	*Por la República Francesa:*
For the Gabonese Republic:	*Pour la République gabonaise:*	*Por la República Gabonesa:*
For the Republic of the Gambia:	*Pour la République de Gambie:*	*Por la República de Gambia:*
For the Federal Republic of Germany:	*Pour la République fédérale d'Allemagne:*	*Por la República Federal de Alemania:*
For the Republic of Ghana:	*Pour la République du Ghana:*	*Por la República de Ghana:*
For the Hellenic Republic:	*Pour la République hellénique:*	*Por la República Helénica:*
For the Republic of Guyana:	*Pour la République de Guyane:*	*Por la República de Guyana:*
For the Republic of Haiti:	*Pour la République d'Haïti:*	*Por la República de Haití:*
For the Hungarian People's Republic:	*Pour la République populaire hongroise:*	*Por la República Popular Húngara:*
For the Republic of Iceland:	*Pour la République d'Islande:*	*Por la República de Islandia:*
For the Republic of India:	*Pour la République de l'Inde:*	*Por la República de la India:*
For the Republic of Indonesia:	*Pour la République d'Indonésie*	*Por la República de Indonesia:*
For Ireland:	*Pour l'Irlande:*	*Por Irlanda:*

For the State of Israel:	*Pour l'Etat d'Israël:*	*Por el Estado de Israel:*
For the Italian Republic:	*Pour la République italienne:*	*Por la República Italiana:*
For the Republic of the Ivory Coast:	*Pour la République de Côte d'Ivoire:*	*Por la República de la Costa de Marfil:*
For Jamaica:	*Pour la Jamaïque:*	*Por Jamaica:*
For Japan:	*Pour le Japon:*	*Por el Japón:*
For the Republic of Kenya:	*Pour la République du Kenya:*	*Por la República de Kenya:*
For the Republic of Korea:	*Pour la République de Corée:*	*Por la República de Corea:*
For the State of Kuwait:	*Pour l'Etat du Koweit:*	*Por el Estado de Kuwait:*
For the Grand Duchy of Luxembourg:	*Pour le Grand-Duché de Luxembourg:*	*Por el Gran Ducado de Luxemburgo:*
For the Democratic Republic of Madagascar:	*Pour la République démocratique de Madagascar:*	*Por la República Democrática de Madagascar:*
For the Republic of Malawi:	*Pour la République du Malawi:*	*Por la República de Malawi:*
For Malaysia:	*Pour la Malaisie:*	*Por Malasia:*
For the Republic of Malta:	*Pour la République de Malte:*	*Por la República de Malta:*
For the Islamic Republic of Mauritania:	*Pour la République islamique de Mauritanie:*	*Por la República Islámica de Mauritania:*
For Mauritius:	*Pour Maurice:*	*Por Mauricio:*
For the Kingdom of the Netherlands:	*Pour le Royaume des Pays-Bas:*	*Por el Reino de los Países Bajos:*
For New Zealand:	*Pour la Nouvelle-Zélande:*	*Por Nueva Zelandia:*
For the Republic of Nicaragua:	*Pour la République du Nicaragua:*	*Por la República de Nicaragua:*
For the Republic of the Niger:	*Pour la République du Niger:*	*Por la República del Niger:*
For the Federal Republic of Nigeria:	*Pour la République fédérale du Nigéria:*	*Por la República Federal de Nigeria:*
For the Kingdom of Norway:	*Pour leRoyaume de Norvège*	*Por el Reino de Noruega:*

For the Islamic Republic of Pakistan:	*Pour la République islamique du Pakistan:*	*Por la República Islámica del Pakistán:*
For the Republic of Peru:	*Pour la République du Pérou:*	*Por la República del Perú:*
For the Republic of the Philippines:	*Pour la République des Philippines:*	*Por la República de Filipinas:*
For the Polish People's Republic:	*Pour la République populaire de Pologne:*	*Por la República Popular Polaca:*
For the Portuguese Republic:	*Pour la République portugaise:*	*Por la República Portuguesa:*
For the Socialist Republic of Romania:	*Pour la République socialiste de Roumanie:*	*Por la República Socialista de Rumania:*
For the Rwandese Republic:	*Pour la République rwandaise:*	*Por la República Rwandesa:*
For the Republic of Senegal:	*Pour la République du Sénégal:*	*Por la República del Senegal:*
For the Republic of Sierra Leone:	*Pour la République de Sierra Leone:*	*Por la República de Sierra Leona:*
For the Republic of Singapore:	*Pour la République de Singapour:*	*Por la República de Singapur:*
For the Republic of South Africa:	*Pour la République sud-africaine*	*Por la República de Sudáfrica:*
For the Spanish State:	*Pour l'Etat espagnol:*	*Por el Estado Español:*
For the Democratic Socialist Republic of Sri Lanka:	*Pour la République socialiste démocratique de Sri Lanka:*	*Por la República Socialista Democrática de Sri Lanka:*
For the Republic of Suriname:	*Pour la République du Suriname*	*Por la República de Suriname:*
For the Kingdom of Sweden:	*Pour le Royaume de Suède:*	*Por el Reino de Suecia:*
For the Swiss Confederation:	*Pour la Confédération suisse:*	*Por la Confederación Suiza:*
For the United Republic of Tanzania:	*Pour la République-Unie de Tanzanie:*	*Por la República Unida de Tanzania:*
For the Togolese Republic:	*Pour la République togolaise:*	*Por la República Togolesa:*
For the Republic of Trinidad and Tobago:	*Pour la République de Trinité-et-Tobago*	*Por la República de Trinidad y Tabago:*

For the Republic of Tunisia:	*Pour la République tunisienne:*	*Por la República de Túnez:*
For the Republic of Turkey:	*Pour la République turque:*	*Por la República de Turquía:*
For the Republic of Uganda:	*Pour la République de l'Ouganda*	*Por la República de Uganda:*
For the United Kingdom of Great Britain and Northern Ireland:	*Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:*	*Por el Reino Unido de Gran Bretaña e Irlanda del Norte:*
For the United States of America:	*Pour les Etats-Unis d'Amérique:*	*Por los Estados Unidos de América:*
For the Republic of the Upper Volta:	*Pour la République de Haute-Volta:*	*Por la República del Alto Volta:*
For the Eastern Republic of Uruguay:	*Pour la République orientale de l'Uruguay:*	*Por la República Oriental del Uruguay:*
For the Socialist Federal Republic of Yugoslavia:	*Pour la République fédérative socialiste de Yougoslavie:*	*Por la República Federativa Socialista de Yugoslavia:*
For the Republic of Zaire:	*Pour la République du Zaïre:*	*Por la República del Zaire:*
For the Republic of Zimbabwe:	*Pour la République du Zimbabwe:*	*Por la República de Zimbabwe:*
For the European Economic Community:	*Pour la Communauté économique européenne:*	*Por la Comunidad Económica Europea:*
For the Republic of Bolivia:	*Pour la République de Bolivie:*	*Por la República de Bolivia:*
For the Republic of El Salvador:	*Pour la République d'El Salvador:*	*Por la República de El Salvador:*
For the Republic of Guatemala:	*Pour la République du Guatemala:*	*Por la República de Guatemala:*
For the United Mexican States:	*Pour les Etats-Unis du Mexique:*	*Por los Estados Unidos Mexicanos:*
For the Republic of Paraguay:	*Pour la République du Paraguay:*	*Por la República del Paraguay:*
For the Kingdom of Thailand:	*Pour le Royaume de Thaïlande:*	*Por el Reino de Tailandia:*

I hereby certify that the foregoing text is a true copy of the Protocol Extending the Arrangement Regarding International Trade in Textiles, done at Geneva on 22 December 1981, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Protocole portant prorogation de l'Arrangement concernant le commerce international des textiles établi à Genève le 22 décembre 1981, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

Certifico que el texto que antecede es copia conforme del Protocolo de Prórroga del Acuerdo relativo al comercio internacional de los textiles, hecho en Ginebra el 22 de diciembre de 1981 de cuyo texto original es depositario el Director General de las PARTES CONTRATANTES del Acuerdo General sobre Aranceles Aduaneros y Comercio.

A. DUNKEL

Director-General
Geneva

Directeur général
Genève

Director General
Ginebra

MEXICO

Trade in Textiles and Textile Products

Agreement amending and extending the agreement of February 26, 1979, as amended.
Effected by exchange of letters
Signed at Washington December 23 and 24, 1981;
Entered into force December 24, 1981.

76-319 - 88 - 32

The Deputy Assistant Secretary of State, Trade and Commercial Affairs, to the Mexican Ambassador

DEPARTMENT OF STATE

Washington, D.C. 20520

December 23, 1981

His Excellency
Hugo B. Margain
Ambassador of Mexico
Embassy of Mexico
2829 16th St., N.W.
Washington, D.C. 20009

Excellency:

I refer to paragraph 19 of the Agreement between the United States and Mexico relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes February 26, 1979, as amended,[1] ("the Agreement"), and to recent discussions between representatives of the Government of the United States of America and the Government of the United Mexican States in Geneva, Switzerland.

As a result of these discussions, and on behalf of my Government, I have the honor to propose that the said Agreement be extended with all provisions therein continuing, for the period of four calendar years from January 1, 1982, through December 31, 1985, with the following modifications:

a) Restraints for Sub-category 604, acrylic yarns, corresponding to TSUS No. 310.5049, shall be removed as of the effective date of this extension;

b) Any shortfall available at the end of 1981 may be used in 1982 in the manner established in the Agreement; and

c) Annex B shall be amended to read as shown in Attachment 1.

If these proposals are acceptable to your Government, this letter and your letter of confirmation shall constitute an amendment to the Agreement.

Sincerely,

Harry Kopp
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

[1] TIAS 9419, 9662, 9773, 9839, 9912; 30 UST 3643; 31 UST 5127; 32 UST 1329, 2306, 3725.

ATTACHMENT 1

Specific Limits and Sub-Limits

Category	Description	Units	Specific Limits 1982	1983	1984	1985
335	Women's,Girls' and Infants Coats	DOZ	39,302	42,053	44,997	48,147
338/339	Knit Shirts and Blouses	DOZ	450,884	482,446	516,217	552,352
347/348	Trousers	DOZ	645,139	690,299	738,620	790,323
(347)	Men's and Boy's	DOZ	(387,084)	(414,180)	(443,173)	(474,195)
(348)	Women's, Girls' and Infants'	DOZ	(387,084)	(414,180)	(443,173)	(474,195)
633	Men's and Boy's Suit-Type Coats	DOZ	57,530	61,557	65,866	70,476
634/634	Other Coats	DOZ	327,956	350,913	375,477	401,760
(634)	Men's and Boys' Other Coats	DOZ	(196,774)	(210,548)	(225,287)	(241,057)
(635)	Women's, Girls and Infants Coats	DOZ	(196,774)	(210,548)	(225,287)	(241,057)
638/639	Knit Shirts and Blouses	SYE	15,770,509	16,874,444	18,055,655	19,319,551
(638)	Men's and Boys'	SYE	(9,462,305)	(10,124,667)	(10,833,393)	(11,591,731)
(639)	Women's, Girl's and Infants'	SYE	(9,462,305)	(10,124,667)	(10,833,393)	(11,591,731)
641	Blouses, Not Knit	DOZ	324,909	347,652	371,988	398,027
647/648	Trousers	DOZ	1,603,808	1,716,075	1,836,200	1,964,734
(647)	Men's and Boys'	DOZ	(962,285)	(1,029,645)	(1,101,720)	(1,178,841)
(648)	Women's, Girls' and Infants'	DOZ	(962,285)	(1,029,645)	(1,101,720)	(1,178,841)
649	Brassieres,etc.	DOZ	2,788,608	2.983,896	3,192,768	3,416,262

The Mexican Ambassador to the Deputy Assistant Secretary of State, Trade and Commercial Affairs

Embajada de México

03924

Washington, D. C.,
24 de diciembre de 1981

Mr. Harry Kopp,
Deputy Assistant Secretary
Trade and Commercial Affairs,
Bureau of Economic and Business Affairs,
Department of State,
Washington, D. C. 20520

Estimado señor Kopp:

Tengo el honor de acusar recibo de su carta de fecha 23 de diciembre de 1981, en la que hace referencia al párrafo 19 del Convenio entre México y los Estados Unidos sobre el Comercio de Textiles de Algodón, Lana y Fibras Artificiales, y anexos, formalizado mediante intercambio de notas el 26 de febrero de 1979, con sus modificaciones, ("el Convenio") y a recientes negociaciones entre representantes del gobierno de México y del gobierno de los Estados Unidos, celebradas en Ginebra, Suiza.

Deseo confirmar, en nombre del Gobierno de México la propuesta de prorrogar el Convenio mencionado con todas sus disposiciones, por un período de cuatro años calendario, del 1° de enero de 1982 al 31 de diciembre de 1985, con las siguientes modificaciones:

a) Eliminar a partir de la fecha en que se renueva el Convenio, las restricciones a la subcategoría 604, hilos de acrílico, correspondiente a la TSUS 310.5049.

b) Cualquier cantidad no utilizada al final de 1981 podrá ser usada en 1982, conforme a lo estipulado en el Convenio, y

c) El anexo B será modificado de manera que contenga lo indicado en el agregado 1 de su carta.

Lo anteriormente expresado, concuerda con los arreglos aceptados en conversaciones previas celebradas entre representantes de ambos gobiernos.

Por lo tanto, su carta y esta carta de confirmación, constituirán una enmienda al Convenio.

Atentamente,

Hugo B. Margáin
Embajador

MEE/lma.

TRANSLATION

Embassy of Mexico

No. 03924 Washington, D. C., December 24, 1981

Mr. Harry Kopp
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and Business Affairs
Department of State
Washington, D. C. 20520

Dear Mr. Kopp:

I have the honor to acknowledge receipt of your letter of December 23, 1981, referring to paragraph 19 of the Agreement between the United States and Mexico relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes on February 26, 1979, as amended, ("the Agreement"), and to recent discussions between representatives of the Government of the United States and the Government of Mexico in Geneva, Switzerland.

On behalf of the Government of Mexico, I wish to confirm the proposal to extend the aforementioned Agreement with all provisions therein for a period of four calendar years from January 1, 1982, through December 31, 1985, with the following modifications:

a. Removal, as of the date of renewal of the Agreement, of the restraints for Sub-category 604, acrylic yarns, corresponding to TSUS No. 310.5049.

b. Any shortfall available at the end of 1981 may be used in 1982 in the manner established in the Agreement; and

c. Annex B shall be amended to read as shown in Attachment 1 to your letter.

The foregoing agrees with the arrangements accepted in previous discussions between representatives of both governments.

Therefore, your letter and this letter of confirmation shall constitute an amendment to the Agreement.

Sincerely,

Hugo B. Margain

Hugo B. Margain
Ambassador

SENEGAL

Space Cooperation: Vehicle Tracking and Communication Facility

Agreement amending the agreement of January 30 and February 5, 1981.
Effected by exchange of notes
Dated at Dakar November 30 and December 22, 1981;
Entered into force December 22, 1981.

The American Embassy to the Senegalese Ministry of Foreign Affairs

No. 208

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Senegal and has the honor to refer to the Ministry's diplomatic note No. 15932 of November 10, 1981,[1] agreeing to meetings between Senegalese and American communications experts for the purpose of discussing a proposed augmentation of the space vehicle tracking and communication facility at the Gandoul Earth Station.

The American experts have completed their discussions in Senegal and have returned to the United States. Accordingly, the Government of the United States now proposes that the original agreement between the two governments establishing a space vehicle tracking and communication facility be amended. This agreement is contained in the Embassy's diplomatic note No. 016 of January 30, 1981, and the Ministry's reply in note No. 1431 of February 5, 1981.[2] The following amendments are suggested :

1) In the preamble, the last sentence of the initial paragraph, substitute "voice, telemetry, and command relay communication support" for existing "voice communications support."

2) Amend the opening sentence of para (2) to read: "A voice communications facility..."

3) In paragraph (2), add the following as the last sentence: "A telemetry, voice, and command facility, which will be located as close as practicable to the Gandoul Earth Station, will consist of necessary electronic equipment vans, a modular maintenance and repair building, and an additional pedestal-mounted antenna."

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[1] Not printed.
[2] TIAS 10088; *ante*, p. 1028.

As modified, the complete text of the agreement would read as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Senegal and has the honor to refer to the Ministry's diplomatic note No. 17182 of November 29, 1980,[1] and the Embassy's diplomatic note No. 193 of October 9, 1980, regarding the establishment and operation of a space vehicle tracking and communication facility. Such a facility would become part of a worldwide tracking network in connection with the United States Space Transportation System based on the Space Shuttle. The facility would serve particularly for voice, telemetry, and command relay communication support to the astronauts and other shuttle crew members enhancing both mission success probability and flight crew safety.

Accordingly, the Government of the United States proposes that this facility shall be established and operated in accordance with the following provisions:

(1) Implementation of the activities provided for under this agreement shall be conducted by Cooperating Agencies of each Government. On the part of the Government of the United States of America, the Cooperating Agency will be the National Aeronautics and Space Administration or any other entity designated by NASA. On the part of the Government of the Republic of Senegal, the Cooperating Agency will be TELESENEGAL.

(2) A voice communication facility will consist of a pedestal and phased array helix antenna, operator console, ground to air transmitters and receivers; installation for any needed point-to-point communications beyond that already available from authorized telecommunications carrier, necessary support buildings, and power generation equipment. A telemetry, voice, and command facility, which will be located as close as practicable to the Gandoul Earth Station, will consist of necessary electronic equipment vans, a modular maintenance building, and an additional pedestal-mounted antenna.

[1] Not printed.

(3) The Government of Senegal will make available suitable site and rights of way for the facility and an agreed location at no cost to the Government of the United States; the site to remain the property of the Government of Senegal.

(4) All costs of constructing, installing, equipping and operating the facility will be borne by the Government of the United States.

(5) The communications services of the Government of Senegal and its instrumentalities shall be used, to the maximum extent practical, for the purposes of the activities under this Agreement. The operation of radio transmitting and receiving equipment at the facility shall comply with the requirements of the relevant Senegalese authorities. The Government of Senegal shall take whatever means are practical to maintain freedom from harmful radio interference, investigate any interference to reception at the facility, and take all reasonable steps to secure the cessation of such interference.

(6) The Government of Senegal will facilitate the installation of any communication lines, power and water required at the site.

(7) Construction of the facility shall be by a United States contractor, who shall, to the maximum extent feasible, employ local subcontractors, if available, and local labor to perform the required work, with the prior approval of the specifications by TELESENEGAL. Maximum use shall be made of materials and supplies available locally.

(8) The Senegalese Government shall, in accordance with its laws, regulations and procedures facilitate the admission into Senegal of materials, equipment, supplies, goods or property furnished by the Government of the United States for the purposes of this facility. No duties, taxes or like charges shall be levied on such property imported for use in such activities.

(9) The United States Government shall retain title to equipment, supplies and other movable property provided by it or acquired in Senegal by it or on its behalf at its own expense, for the purposes of the activities under this Agreement. The United States Government may remove such property from Senegal at its own expense and free from export duties or similar charges, upon the termination of this Agreement. Whenever any technical equipment or material used in the facility is declared by the United States Cooperating Agency to be excess to its operational needs, the material or equipment may be offered, in accordance with the laws and administrative procedures of the United States to the Senegalese Cooperating Agency. If the latter should not desire the property in that instance, disposal of the property by the Embassy of the United States of America in Dakar should be accomplished under conditions acceptable to both Governments.

(10) The Government of Senegal will, subject to its immigration laws and regulations, take the necessary steps to facilitate the admission into and exit from Senegal of such United States personnel, including contractor personnel, as may be assigned by the United States Cooperating Agency to visit or participate in the cooperative activities provided for under this Agreement.

(11) The United States personnel sent to Senegal by the United States Cooperating Agency for the purposes of activities under this Agreement shall be free of any local salary or residence/domicile taxes.

(12) The Government of Senegal will facilitate the obtaining/waiving of any local work permits.

(13) It is understood that the execution of this Agreement depends on funds allocated and voted by the Congress of the United States.

(14) Each cooperating agency may make public, after consultation with the other, information concerning this activity which requires the participation of the other agency.

(15) The facility would be available for visits by the general public. Scheduling, regulation of access, and other arrangements for such visits shall be as agreed between designated representatives of each cooperating agency.

(16) Within the context of this agreement, NASA will provide for the training of six Senegalese technicians in station operation and maintenance. This will be accomplished by on-the-job utilization at the station site, with details determined by joint agreement between the parties.

(17) In connection with the facility, the cooperating agencies are authorized to conclude supplementary arrangements from time to time as required to carry out the activities of this Agreement.

(18) The Government of the United States anticipates that the Station will be required for use until January 1, 1984. The Agreement will remain in force until that date and may be further extended by agreement of the two governments.

The Embassy has the honor to suggest that if the Senegalese Government concurs in the proposals outlined above, the present Note and the Ministry's confirmatory reply shall together constitute and evidence an Agreement between the two governments on the matter.

The Embassy takes this occasion to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America

Dakar, 30 November, 1981

The Senegalese Ministry of Foreign Affairs to the American Embassy

SCK/nn 7/12/1981

REPUBLIQUE DU SENEGAL

MINISTERE
DES AFFAIRES ETRANGERES

No 18104 /M.A.E/ DAJC/CAI/

Dakar, le 22 DEC. 1981

Le ministère des Affaires étrangères de la République du Sénégal présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Dakar et, se référant à Sa note verbale n° 208 du 30 novembre 1981, a l'honneur de porter à Sa connaissance ce qui suit :

- Le gouvernement de la République du Sénégal approuve les propositions de modifications de l'Accord relatif à l'installation de la Station de communication terrestre de la "Navette spatiale", contenues dans la note verbale de l'Ambassade indiquée ci-dessus.

Lesdites modifications permettront l'extension des installations de repérage en vue de soutenir les communications par voix, télémétrie et instruments de commande qui consisteront à l'aménagement de fourgons équipés d'appareils électroniques, un bâtiment d'entretien et une antenne supplémentaire montée sur support.

Le ministère confirme que l'échange de la présente note et celle de l'Ambassade devra constituer la preuve d'un accord entre le gouvernement de la République du Sénégal et le gouvernement des Etats-Unis

d'Amérique, sur l'installation de la station de communications terrestre à GANDOUL pour assister le programme de vols de la "Navette spétiale".

Le ministère des Affaires étrangères de la République du Sénégal saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique à Dakar, les assurances de sa haute considération./-

AMBASSADE DES ETATS-UNIS D'AMERIQUE

DAKAR

TRANSLATION

Republic of Senegal
Ministry of Foreign Affairs

No. 18104/MAE/DAJC/CAI. Dakar, December 22, 1981

The Ministry of Foreign Affairs of the Republic of Senegal presents its compliments to the Embassy of the United States of America at Dakar and, with reference to its note verbale No. 208 of November 30, 1981,[1] has the honor to inform it of the following:

The Government of the Republic of Senegal approves the proposed amendments to the Agreement concerning the establishment of the "Space Shuttle" Earth Station contained in the Embassy's aforementioned note verbale.

The aforementioned amendments will make it possible to augment the tracking facilities with a view to voice, telemetry, and command instruments communication support, which will consist of electronic equipment vans, a maintenance building, and an additional pedestal-mounted antenna.

The Ministry confirms that the exchange of this note and that of the Embassy shall constitute evidence of an agreement between the Government of the Republic of Senegal and the Government of the United States of America concerning the establishment of the Gandoul Earth Station to assist the "Space Shuttle" flight program.

The Ministry of Foreign Affairs of the Republic of Senegal avails itself of this opportunity to renew to the Embassy of the United States at Dakar the assurances of its high consideration.

[Initialed]

[SEAL]

Embassy of the United States of America,
Dakar.

[1] Not printed.

PEOPLE'S REPUBLIC OF CHINA

Aviation: Air Transport Services

Agreement signed at Washington September 17, 1980;
Entered into force September 17, 1980.
With related letter
And exchanges of letters
Signed at Beijing September 8, 1980.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
RELATING TO CIVIL AIR TRANSPORT

The Government of the United States of America and the Government of the People's Republic of China,

Desiring to develop mutual relations between their countries, to enhance friendship between their peoples, and to facilitate international air transport;

Acting in the spirit of the Joint Communique of December 15, 1978 [1] on the Establishment of Diplomatic Relations between the United States of America and the People's Republic of China;

Observing the principles of mutual respect for independence and sovereignty, non-interference in each other's internal affairs, equality and mutual benefit and friendly cooperation;

Recognizing the importance of reasonable balance of rights and benefits between both Parties under this Agreement;

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944; [2]

Have agreed on the establishment and operation of air transportation involving their respective territories as follows:

[1] *Department of State Bulletin*, Jan., 1979, p. 25.
[2] TIAS 1591, 6605, 6681; 61 Stat. 1180; 19 UST 7693; 20 UST 718.
[Footnotes added by the Department of State.]

ARTICLE 1

Definitions

For the purpose of this Agreement, the term:

(a) "Aeronautical authorities" means, in the case of the United States of America, the Civil Aeronautics Board or the Department of Transportation, whichever has jurisdiction, and in the case of the People's Republic of China, the General Administration of Civil Aviation of China, or in either case any other authority or agency empowered to perform the functions now exercised by the said authorities;

(b) "Agreement" means this Agreement, its annexes, and any amendments thereto;

(c) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, including

-- any amendment which has entered into force under Article 94 (a) of the Convention and has been ratified by both Parties, and

-- any annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such annex or amendment is effective for both Parties;

(d) "Airline" means any air transport enterprise offering or operating international air services;

(e) "Designated airline" means an airline designated and authorized in accordance with Article 3 of this Agreement;

(f) "Air service" means scheduled air service performed by aircraft for the public transport of passengers, baggage, cargo or mail, separately or in combination, for remuneration or hire;

(g) "International air service" means an air service which passes through the air space over the territory of more than one State;

(h) "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo or mail.

ARTICLE 2

Grant of Rights

(1) Each Party grants to the other Party the rights specified in this Agreement to enable its designated airline(s) to establish and operate scheduled air services on the route(s) specified in Annex I to this Agreement. Such route(s) and services shall hereinafter be referred to as "the specified route(s)" and "the agreed services" respectively.

(2) Subject to the provisions of the Agreement, the designated airline(s) of each Party, while operating the agreed services on the specified route(s), shall enjoy the following rights:

(a) to make stops at points on the specified route(s) in the territory of the other Party for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo and mail; and

(b) subject to the approval of the aeronautical authorities of the other Party, to make stops for non-traffic purposes at points on the specified route(s) in the territory of the other Party.

(3) Nothing in paragraph (2)(a) of this Article shall be deemed to confer on the designated airline(s) of one Party the right of taking on at one point in the territory of the other Party traffic in passengers, baggage, cargo or mail destined for another point in the territory of the other Party (stopover and cabotage traffic), except the non-revenue traffic in personnel of such airline(s), their families, baggage and household effects, articles used by the representative offices of such airline(s), and aircraft stores and spare parts of such airline(s) for use in the operation of the agreed services. Any exchange of rights between the Parties to allow the designated airline(s) of either Party to carry on-line stopover traffic between the points on the specified route(s) in the territory of the other Party shall be subject to consultations at an appropriate time in the future.

(4) The operation of the agreed services by the designated airline(s) on routes over third countries shall be conducted on routes available to the airlines of both Parties, unless otherwise agreed.

(5) Charter air transportation shall be governed by the provisions of Annex II.

ARTICLE 3

Designation and Authorization

(1) Each Party shall have the right to designate in writing through diplomatic channels to the other Party two airlines to operate the agreed services on the specified route(s), and to withdraw or alter such designations. In the operation of the agreed services, the designated airlines may operate combination or all-cargo service or both.

(2) Substantial ownership and effective control of an airline designated by a Party shall be vested in such Party or its nationals.

(3) The aeronautical authorities of the other Party may require an airline designated by the first Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the said authorities.

(4) On receipt of such designation the other Party shall, subject to the provisions of paragraphs (2) and (3) of this Article and of Article 7, grant to the airline so designated the appropriate authorizations with minimum procedural delay.

(5) When an airline has been so designated and authorized it may commence operations on or after the date(s) specified in the appropriate authorizations.

ARTICLE 4

Revocation of Authorizations

(1) Each Party shall have the right to revoke, suspend, or to impose such conditions as it may deem necessary on the appropriate authorizations granted to a designated airline of the other Party where:

(a) it is not satisfied that substantial ownership and effective control of that airline are vested in the Party designating the airline or its nationals; or

(b) that airline fails to comply with the laws and regulations of the Party granting the rights specified in Article 2 of this Agreement; or

(c) that other Party or that airline otherwise fails to comply with the conditions as set forth under this Agreement.

(2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further non-compliance with subparagraphs 1(b) or (c) of this Article, such rights shall be exercised only after consultations with the other Party.

ARTICLE 5

Application of Laws

(1) The laws and regulations of each Party relating to the admission to, operation within and departure from its territory of aircraft engaged in the operation of international air service shall be complied with by the designated airline(s) of the other Party, while entering, within, and departing from the territory of the first Party.

(2) The laws and regulations of each Party relating to the admission to, presence within, and departure from its territory of passengers, crew, baggage, cargo and mail shall be applicable to the designated airline(s) of the other Party, and the passengers, crew, baggage, cargo and mail carried by such airline(s), while entering, within and departing from the territory of the first Party.

(3) Each Party shall promptly supply to the other Party at the latter's request the texts of the laws and regulations referred to in paragraphs (1) and (2) of this Article.

ARTICLE 6

Technical Services and Charges

(1) Each Party shall designate in its territory regular airports and alternate airports to be used by the designated airline(s) of the other Party for the operation of the agreed services, and shall provide the latter with such communications, navigational, meteorological and other auxiliary services in its territory as are required for the operation of the agreed services, as set forth in Annex III to this Agreement.

(2) The designated airline(s) of each Party shall be charged for the use of airports, equipment and technical services of the other Party at fair and reasonable rates. Neither Party shall impose on the designated airline(s) of the other Party rates higher than those imposed on any other foreign airline operating international air service.

(3) All charges referred to in paragraph (2) of this Article imposed on the designated airline(s) of the other Party may reflect, but shall not exceed, an equitable portion of the full economic cost of providing the facilities or services in question. Facilities and services for which charges are levied shall be provided on an efficient and economic basis. Reasonable notice shall be given prior to changes in charges. Each Party shall encourage consultations between the competent charging authorities in its territory and the airline(s) using the services and facilities, and shall encourage the competent charging authorities and the airline(s) to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges.

ARTICLE 7

Safety

(1) Mutually acceptable aeronautical facilities and services shall be provided by each Party for the operation of the agreed services, which facilities and services shall at least equal the minimum standards which may be established pursuant to the Convention, to the extent that such minimum standards are applicable.

(2) Each Party shall recognize as valid, for the purpose of operating the agreed services, certificates of airworthiness, certificates of competency, and licenses issued or rendered valid by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards which may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid, for the purpose of flight above its own territory, certificates of competency and licenses granted to or rendered valid for its own nationals by the other Party.

(3) Each Party may request consultations concerning the safety and security standards maintained by the other Party relating to aeronautical facilities and services, crew, aircraft and operations of the designated airlines. If, following such consultations, one Party is of the view that the other Party does not effectively maintain and administer safety and security standards and requirements in these areas that at least equal the minimum standards which may be established pursuant to the Convention, to the extent that they are applicable, the other Party shall be informed of such views together with suggestions for appropriate action. Each Party reserves its rights under Article 4 of this Agreement.

ARTICLE 8

Aviation Security

The Parties reaffirm their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air services and undermine public confidence in the safety of civil aviation. The Parties agree to implement appropriate aviation security measures and to provide necessary aid to each other with a view to preventing hijackings and sabotage to aircraft, airports and air navigation facilities and threats to aviation security. When incidents or threats of hijackings or sabotage against aircraft, airports or air navigation facilities occur, the Parties shall assist each other by facilitating communications intended to terminate such incidents rapidly and safely. Each Party shall give sympathetic consideration to any request from the other Party for special security measures for its aircraft or passengers to meet a particular threat.

ARTICLE 9

Representative Offices

(1) For the operation of the agreed services on the specified route(s), the designated airline(s) of each Party shall have the right to set up representative offices at the points on the specified route(s) within the territory of the other Party. The staff of the representative offices referred to in this paragraph shall be subject to the laws and regulations in force in the country where such offices are located.

(2) Each Party shall to the maximum extent practicable ensure the safety of the representative offices and their staff members of the designated airline(s) of the other Party, as well as safeguard their aircraft, stores, and other properties in its territory for use in the operation of the agreed services.

(3) Each Party shall extend assistance and facilities to the representative offices and their staff members of the designated airline(s) of the other Party as necessary for the efficient operation of the agreed services.

(4) The designated airline(s) of each Party shall have the right to convert and remit to its country at any time on demand local revenues in excess of sums locally disbursed. Conversion and remittance shall be effected without restrictions at the prevailing rate of exchange in effect for current transactions and remittance and shall be exempt from taxation on the basis of reciprocity. Wherever the payments system between the Parties is governed by a special agreement, that special agreement shall apply.

ARTICLE 10

Personnel

(1) The crew members of the designated airline(s) of either Party on flights into and out of the territory of the other Party shall be nationals of the Party designating such airline(s). If a designated airline of either Party desires to employ crew members of any other nationality on flights into and out of the territory of the other Party, prior approval shall be obtained from that other Party.

(2) The staff of the representative offices of the designated airline(s) of each Party in the territory of the other Party shall be nationals of either Party, unless otherwise agreed. The number of such staff shall be subject to the approval of the competent authorities of both Parties. Each designated airline shall be permitted such number of staff as is adequate to perform the functions described in this Agreement associated with the provision of the agreed services, and in no event shall be less than that permitted to any foreign airline performing comparable services. Each Party shall by diplomatic note notify the other Party of the authorities which shall be considered the competent authorities for purposes of this paragraph.

ARTICLE 11

Market Access

(1) Matters relating to ground handling pertaining to the operation of the agreed services may be agreed upon between the airlines of both Parties, subject to the approval of the aeronautical authorities of both Parties.

(2) The sale, in the territory of each Party, of air transportation on the agreed services of the designated airline(s) of the other Party shall be effected through a general sales agent(s). The designated airline(s) of each Party shall serve as general sales agent(s) for the designated airline(s) of the other Party unless such airline(s) is offered and

declines such agency. The terms and conditions of each general sales agency agreement shall be subject to the approval of the aeronautical authorities of both Parties. The Parties shall ensure that, if either Party designates a second airline for provision of the agreed services, both designated airlines shall be given the opportunity to act as general sales agents for the designated airline(s) of the other Party on the same terms and conditions.

(3) Notwithstanding paragraph (2) of this Article, the designated airline(s) of each Party, in its representative office(s) in the territory of the other Party, may sell air transportation on the agreed services and on all of its other services, directly or through the agents of its own appointment. Any person shall be free to purchase such transportation in the currency of that territory or, in accordance with applicable law, in foreign exchange certificates or freely convertible currencies. In addition the representative office(s) may be used for management, informational, and operational activities of the designated airline(s).

(4) The general sales agent for a designated airline appointed in accordance with paragraph (2) of this Article shall be responsive to the preferences expressed by the traveling and shipping public regarding airline selection, class of services and other related matters.

ARTICLE 12

Capacity and Carriage of Traffic

(1) The designated airlines of both Parties shall be permitted to provide capacity in operating the agreed services as agreed by the Parties and set forth in Annex V of the Agreement. Within two and one-half years after the commencement of any agreed service under this Agreement, the Parties shall consult with a view to reaching a new agreement which shall apply to the provision of capacity.

(2) In keeping with the principles set forth in the Preamble to this Agreement, each Party shall take all appropriate action to ensure that there exist fair and equal rights for the designated airlines of both Parties to operate the agreed services on the specified routes so as to achieve equality of opportunity, reasonable balance and mutual benefit.

(3) The agreed services to be operated by the designated airlines of the Parties shall have as their primary objective the provision of capacity adequate to meet the traffic requirements between the territories of the two Parties. The right to embark on or disembark from such services international traffic destined for or coming from points in third countries shall be subject to the general principle that capacity shall be related to:

(a) traffic requirements to and from the territory of the Party which has designated the airline and traffic requirements to and from the territory of the other Party;

(b) the requirements of through airline operation; and

(c) the traffic requirements of the area through which the airline passes after taking account of local and regional services.

(4) Each Party and its designated airline(s) shall take into consideration the interests of the other Party and its designated airline(s) so as not to affect unduly the services which the latter provides.

(5) If, after a reasonable period of operation, either Party believes that a service by a designated airline of the other Party is not consonant with any provision of this Article, the Parties shall consult promptly to settle the matter in a spirit of friendly cooperation and mutual understanding.

(6) If, at any time, either Party is of the view that traffic is not reasonably balanced, that Party may request consultations with the other Party for the purpose of remedying the imbalanced situation in a spirit of friendly cooperation and equality and mutual benefit.

ARTICLE 13

Pricing

(1) Each Party may require the filing with its aeronautical authorities of fares to be charged for transportation of passengers to and from its territory. Such filing shall be made sixty (60) days prior to the date on which the fares are proposed to go into effect. In addition, the aeronautical authorities of both Parties agree to give prompt and sympathetic consideration to short-notice filings. If the competent authorities of a Party are dissatisfied with a fare, they shall notify the competent authorities of the other Party as soon as possible, and in no event more than thirty (30) days after the date of receipt of the filing in question. The competent authorities of either Party may then request consultations which shall be held as soon as possible, and in no event more than thirty (30) days after the date of receipt of the request by the competent authorities of the other Party. If agreement is reached during consultations, the competent authorities of each Party shall ensure that no fare inconsistent with such agreement is put into effect. If agreement is not reached during consultations, the fare in question shall not go into effect, and the fare previously in force shall remain effective until a new fare is established.

(2) If the competent authorities do not express dissatisfaction within thirty (30) days after the date of receipt of the filing of a fare made in accordance with paragraph (1) above, it shall be considered as approved.

(3) Notwithstanding paragraph (1) above, each Party shall permit any designated airline to file and institute promptly, using short-notice procedures, if necessary, a fare for scheduled passenger services between a point or points in the United States of America and a point or points in the People's Republic of China, provided that:

(a) the fare is subject to terms and conditions as agreed in Annex IV to this Agreement, and such fare would not be less than 70 percent of the lowest normal economy fare approved for sale by any designated airline for travel between the same point or points in the United States of America and the same point or points in the People's Republic of China; or

(b) the fare on the specified route(s) (hereinafter, the matching fare) represents a reduction of an approved fare but is not below any approved fare or any combination of fares, whether or not approved, for the provision of international air service between the United States of America and the People's Republic of China (hereinafter, the matched fare), and is subject to similar terms and conditions as the matched fare, except those conditions relating to routing, connections, or aircraft type, provided that:

(i) if the matched fare is for services provided in whole or in part by a designated airline over the specified route(s), the designated airline(s) of the other Party shall be permitted to institute a matching fare over the specified route(s);

(ii) if the matched fare is for services provided in whole or in part by a designated airline over a route(s) other than the specified route(s), the designated airline(s) of the other Party shall be permitted to institute a matching fare over the specified route(s) which is not less than 70 percent of the lowest comparable approved fare, excluding discount fares;

(iii) if the matched fare is offered solely by a non-designated airline(s) over the specified route(s), a designated airline shall be permitted to institute a matching fare over the specified route(s) which is not less than 70 percent of the lowest comparable approved fare, excluding discount fares; and,

(iv) if the matched fare is offered solely by a non-designated airline(s) over a route other than the specified route(s), a designated airline shall be permitted to institute a matching fare over the specified route(s) which is not less than 80 percent of the lowest comparable approved fare, excluding discount fares.

The Parties shall review the practice of matching of fares before the end of three years after commencement of any agreed service.

Each Party also agrees to apply subparagraph (b), mutatis mutandis, to fares of the designated airline(s) of the other Party for the provision of international air service between the territory of the first Party and a third country.

If, under the terms of subparagraph (b), a designated airline institutes a lower normal economy fare than the fare, or fares, put into effect pursuant to paragraph (1) of this Article, the normal economy fare for the purpose of establishing the 30 percent zone of pricing flexibility set forth in subparagraph (a) shall remain unchanged absent mutual agreement of both Parties.

Nothing in subparagraph (a) or (b) shall be construed as requiring a designated airline to institute any specific fare.

(4) (a) Each Party may require the filing with its aeronautical authorities of rates to be charged for transportation of cargo to and from its territory by the designated airline(s) of the other Party. Such filing shall be made forty-five (45) days prior to the date on which the rates are proposed to go into effect. In addition, the aeronautical authorities of both Parties agree to give prompt and sympathetic consideration to short-notice filings of the designated airlines.

(b) The competent authorities of each Party shall have the right to disapprove cargo rates. Notices of disapproval shall be given within twenty-five (25) days after receipt of the filing. A rate which has been disapproved shall not go into effect, and the rate previously in force shall remain effective until a new rate is established.

(c) A Party shall not require the designated airline(s) of the other Party to charge rates different from those it authorizes for its own airline(s) or those of other countries.

(5) Notwithstanding the provisions of this Article, each Party shall permit any designated airline to file and institute promptly, using short-notice procedures, if necessary, a fare or rate identical to that offered by any other designated airline in accordance with the provisions of this Article for transportation between the same points and subject to comparable terms and conditions.

(6) Each Party shall by diplomatic note notify the other Party of the authorities which shall be considered the competent authorities for purposes of this Article.

ARTICLE 14

Customs Duties and Taxes

(1) Aircraft of the designated airline(s) of either Party engaged in the operation of the agreed services, as well as their regular equipment, spare parts, fuel, oils (including hydraulic fluids), lubricants, aircraft stores (including food, beverages, liquor, tobacco and other products for sale to or use by passengers in limited quantities during the flight) and other items intended for or used solely in connection with the operation or servicing of the aircraft, which are retained on board such aircraft shall be exempt on the basis of reciprocity from all customs duties, inspection fees and other national charges on arrival in and departure from the territory of the other Party.

(2) The following shall also be exempt on the basis of reciprocity from all customs duties, inspection fees and other national charges, with the exception of charges based on the actual cost of the service provided:

(a) aircraft stores introduced into or supplied in the territory of a Party and taken on board, within reasonable limits, for use on aircraft of a designated airline of the other Party engaged in the operation of the agreed services, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;

(b) ground equipment and spare parts including engines introduced into the territory of a Party for the servicing, maintenance or repair of aircraft of a designated airline of the other Party used in the operation of the agreed services; and

(c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of a designated airline of the other Party engaged in the operation of the agreed services, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.

(3) Aircraft stores, equipment and supplies referred to in paragraph (1) of this Article retained on board the aircraft of the designated airline(s) of either Party engaged in the operation of the agreed services may be unloaded in the territory of the other Party with the approval of the customs authorities of that other Party. The aircraft stores, equipment and supplies unloaded, as well as aircraft stores, equipment and supplies introduced into the territory of the other Party referred to in paragraph (2) of this Article, shall be subject to the supervision or control of the said authorities, and if required to fair and reasonable storage charges, up to such time as they are re-exported or otherwise disposed of in accordance with the regulations of such authorities.

(4) The exemptions provided for by this Article shall also be available where a designated airline of one Party has contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan in the territory of the other Party of the items specified in paragraphs (1) and (2) of this Article. The treatment by a Party of a sale of any such item within its territory shall be determined by agreement of the Parties.

(5) Each Party shall use its best efforts to secure for the designated airline(s) of the other Party, on the basis of reciprocity, an exemption from taxes, charges and fees imposed by state or provincial, regional and local authorities on the items specified in paragraphs (1) and (2) of this Article, as well as an exemption from fuel through-put charges, in the circumstances designated in this Article, with the exception of charges based on the actual cost of the services provided.

ARTICLE 15

Provision of Statistics

The aeronautical authorities of both Parties will consult from time to time concerning, and will provide, as agreed, statistics of traffic carried on the agreed services between the two countries.

ARTICLE 16

Consultations

(1) The Parties shall ensure the correct implementation of, and satisfactory compliance with, the provisons of this Agreement in a spirit of close cooperation and mutual support. To this end, the aeronautical authorities of the Parties shall consult each other from time to time.

(2) Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, in no event later than sixty (60) days from the date the other Party receives the request unless otherwise agreed.

(3) If any dispute arises between the Parties relating to the interpretation or application of this Agreement, the Parties shall, in a spirit of friendly cooperation and mutual understanding, settle it by negotiation or, if the parties so agree, by mediation, conciliation, or arbitration.

ARTICLE 17

Modification or Amendment

(1) If either of the Parties considers it desirable to modify or amend any provision of this Agreement or its annexes, it may at any time request consultations with the other Party, and such consultations shall begin within a period of ninety (90) days from the date of receipt of the request by the other Party unless both Parties agree to an extension of this period.

(2) Any modification or amendment to this Agreement or its annexes agreed upon as a result of the consultations referred to in paragraph (1) of this Article shall come into force when it has been confirmed by an exchange of notes through diplomatic channels.

ARTICLE 18

Entry into Force and Termination

This Agreement shall enter into force on the date of its signature and shall remain in force for three years. Thereafter, it shall continue in force but may be terminated by either Party by giving twelve months' written notice to the other Party of its intention to terminate.

DONE at Washington, this seventeenth day of September 1980 in duplicate, each copy in the English and Chinese languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Jimmy Carter [1]

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA:

[2]

[1] Jimmy Carter.
[2] Bo Yibo.
[Footnotes added by the Department of State.]

ANNEX I

I. First Route

A. For the United States of America:

The first airline designated by the United States of America shall be entitled to operate the agreed services on the following route, in both directions:

New York, San Francisco, Los Angeles, Honolulu, Tokyo or another point in Japan, Shanghai, Beijing.

B. For the People's Republic of China:

The first airline designated by the People's Republic of China shall be entitled to operate the agreed services on the following route, in both directions:

Beijing, Shanghai, Tokyo or another point in Japan, Honolulu, Los Angeles, San Francisco, New York. Anchorage may be utilized as a technical stop in both directions on this route.

II. Second Route

The Parties shall consult during the first two years following the commencement of any agreed service to decide on a route for operation by the second designated airline of each Party. If the Parties have been unable to agree upon a second route by the end of the second year, the second designated airline of each Party shall be entitled to commence operation of the agreed services on the first route in both directions, and to operate such services thereafter until the

Parties agree upon a second route. In such circumstances, the Parties shall continue to consult and to exercise their maximum effort to reach agreement upon a second route, it being understood that the establishment of a second route is a mutually shared objective of both Parties. In the meantime, the Parties shall take overall review of the specified routes.

III. Extra Section

In case any of the designated airline(s) of either Party desires to operate additional sections on its specified route(s), it shall submit application to the aeronautical authorities of the other Party three (3) days in advance of such operation, and the additional sections can be commenced only after approvals have been obtained therefrom.

Notes

(1) On or after the effective date of this Agreement, each Party is entitled to designate one airline for operation of the agreed services. Beginning two years after the commencement of any agreed service, a second designated airline of each Party may also commence the operation of the agreed services. If either Party does not designate a second airline, or if its second designated airline does not commence or ceases to operate any service, that Party may authorize its first designated airline to operate the agreed services in all respects as if it were also designated as a second airline.

(2) Each designated airline may at its option omit any point or points on the above routes on any or all flights in either or both directions, provided, however, that the agreed service it operates begins or terminates at a point on the specified route in the territory of the Party designating the airline.

(3) Before operation of service through another point in Japan, referred to in Section I of this Annex, that point shall be agreed upon by the Parties. If a designated airline of either Party desires to change the point served in Japan, that airline shall furnish six (6) months' notice to the aeronautical authorities of the other Party. Such change shall be subject to the concurrence of that other Party.

(4) Subject to the provisions of Annex V, the designated airline(s) of each Party may make a change of gauge in the territory of the other Party or at an intermediate point or points on the specified route(s) provided that:

(a) operation beyond the point of change of gauge shall be performed by an aircraft having capacity less, for outbound services, or more, for inbound services, than that of the arriving aircraft.

(b) aircraft for such operations shall be scheduled in coincidence with the outbound or inbound aircraft, as the case may be, and may have the same flight number; and,

(c) if a flight is delayed by operational or mechanical problems, the onward flight may operate without regard to the conditions in subparagraph (b) of this paragraph.

ANNEX II

Charter Air Transportation

(1) In addition to the operation of the agreed services by the designated airlines of the two Parties, any airline(s) of one Party may request permission to operate passenger and/or cargo (separately or in combination) charter flights between the territories of the Parties as well as between a third country and the territory of the Party to which the requests are addressed. Each Party may provide to the other Party by diplomatic note a list of airlines qualified under the laws of the first Party to provide charter air transportation.

(2) The application for charter flight(s) shall be filed with the aeronautical authorities of the other Party at least fifteen (15) days before the anticipated flight(s). The flight(s) can be operated only after permission has been obtained. Permission shall be granted without undue delay in the spirit of equality of opportunity for the airlines of both Parties to operate international charter air transportation, mutual benefit and friendly cooperation.

(3) The aeronautical authorities of each Party shall minimize the filing requirements and other administrative burdens applicable to charterers and airlines of the other Party. In this connection, the charterers and airline of a Party shall not be required by the other Party to submit more than the following information in support of a request for permission to operate a charter flight or series of flights:

(a) Purpose of flight;

(b) Nationality of registration, owner and operator of aircraft;

(c) Type of aircraft;

(d) Either (i) identification marks and call signs of the aircraft, or (ii) flight number;

(e) Name of captain and number of crew members;

(f) The proposed flight plan (the air route, date, hours and destination);

(g) The identity of the charterer or charterers;

(h) The number of passengers, and/or the weight of cargo, on board; and

(i) The price charged by the airline to each charterer.

The information contained in the application for charter flight(s) and required by subparagraphs (d), (e) and (h) may be changed, subject to notification prior to each flight. Such changes shall be contained in the flight plan.

(4) In the event that either Party should have reasons to disapprove a particular charter flight or series of charter flights, it shall, under normal circumstances, give timely notification of the reasons therefor, and the applicant may, where appropriate, resubmit an application for approval of the requested flight or flights.

(5) Neither Party shall require the filing by airlines of the other Party of prices charged to the public for charter transportation originating in the territory of the other Party, or a third country.

(6) The provisions of Articles 2(4), 4, 5, 6, 7, 8, 9(2) and (4), 10, 11(1), and 14 and Annex III of this Agreement shall apply, mutatis mutandis, to charter air transportation.

ANNEX III

Technical Services

I. Airports for Scheduled Service

(1) In accordance with Article 6, paragraph (1) of this Agreement, airlines designated by the Government of the People's Republic of China are assigned the following regular and alternate airports in the United states:

Regular Airports

New York, New York:	JFK International Airport
Los Angeles, California:	Los Angeles International Airport
San Francisco, California:	San Francisco International Airport
Honolulu, Hawaii:	Honolulu International Airport
Anchorage, Alaska:	Anchorage International Airport

Alternate Airports

Baltimore, Maryland:	Baltimore-Washington International Airport
Boston, Massachusetts:	Logan International Airport
Newark, New Jersey:	Newark International Airport
Philadelphia, Pennsylvania:	Philadelphia International Airport
Pittsburgh, Pennsylvania:	Greater Pittsburgh Airport
Moses Lake, Washington:	Grant County Airport
Oakland, California:	Metropolitan Oakland International Airport
Ontario, California:	Ontario International Airport
Stockton, California:	Stockton Metropolitan Airport
Hilo, Hawaii:	Hilo International/General Lyman Airport
Seattle, Washington:	Sea-Tac International Airport
Kansas City, Kansas:	Kansas City International Airport
Fairbanks, Alaska:	Fairbanks International Airport
Washington, D.C.:	Dulles International Airport

(2) In accordance with Article 6, paragraph (1) of this Agreement, airlines designated by the Government of the United States of America are assigned the following regular and alternate airports in China:

Regular Airports

Beijing:	Capital Airport
Shanghai:	Hongqiao Airport

Alternate Airports

Guangzhou:	Baiyun Airport
Hangzhou:	Jianqiao Airport
Tianjin:	Zhangguizhuang Airport

II. Airports for Charter Air Transportation

Aircraft of the airline(s) of each Party engaged in the operation of charter air transportation approved by the aeronautical authorities of the other Party may utilize airports appropriately identified in the Aeronautical Information Publication of that other Party as available for international flights, and such other airports as may be approved by such aeronautical authorities.

III. Air Routes

All flight operations by aircraft of the designated airline(s) of one Party operated in the airspace of the other Party shall be over established airways/prescribed routes or as cleared by the appropriate air traffic control service. Each Party will make reasonable efforts to ensure that air routes entering and within their sovereign airspace are as direct as practicable in the interest of economy, efficiency and fuel conservation, including the establishment of arrangements with controlling authorities of adjacent airspace as appropriate.

IV. Aeronautical Information

(1) The aeronautical authorities of both Parties shall provide each other with their Aeronautical Information Publication.

(2) Amendments and additions to the Aeronautical Information Publication shall be sent promptly to the aeronautical authorities of the other Party.

(3) The International NOTAM Code shall be used in the transmission of Notices to Airmen (NOTAMs). When the NOTAM code is not suitable, plain English shall be used. Urgent NOTAMs shall be transmitted by the quickest available means to the aeronautical authorities of the other Party.

(4) Aeronautical information and NOTAMs shall be made available in the English language.

V. Meteorological Services

Mutually acceptable meteorological service shall be provided in accordance with standards and recommended practices, to the extent to which they are applicable, developed pursuant to the Convention of the World Meteorological Organization [1] and International Civil Aviation Organization.

[1] Opened for signature Oct. 11, 1947. TIAS 2052, 5947, 6364, 8175; 1 UST 281; 16 UST 2069; 18 UST 2795; 26 UST 2580.
[Footnote added by the Department of State.]

VI. Radio Navigation and Communication

(1) For the operation of agreed services on the specified routes, the Parties recognize the requirement for the establishment of point-to-point aeronautical communications between the two countries. The Parties shall hold consultations as to the measures and procedures for the establishment of such communications.

(2) The English language and internationally accepted codes and procedures in force shall be applied in air-ground and point-to-point communications.

ANNEX IV

Conditions of Discount Fares

Discount fares within the zone of pricing flexibility described in paragraph (3) of Article 13 of this Agreement shall be subject to conditions of the type generally applicable to same or similar fares in other international air transportation markets. Such discount fares shall be subject to conditions in not less than four of the following categories:

-- Round trip requirements;

-- Advance-purchase requirements;

-- Minimum-Maximum length of stay requirements;

-- Stopover restrictions;

-- Stopover charges;

-- Transfer limitations;

-- Cancellation refund penalties;

-- Group size restrictions;

-- Return travel conditions;

-- Ground package requirements.

ANNEX V

Capacity and Carriage of Traffic

(1) The Parties agree that each designated airline shall have the right to operate two frequencies per week. If a Party does not designate a second airline, its first designated airline shall, upon the commencement of service by the second airline of the other Party or upon the passage of two years from the commencement of any agreed service, whichever is earlier, be entitled to add to its operation two frequencies per week. For purposes of this Agreement a frequency is: one (1) round trip flight of an aircraft having a maximum certificated take-off gross weight not less than 710,000 pounds but not more than 800,000 pounds; one and one-half (1 1/2) round trip flights of an aircraft having a maximum certificated take-off gross weight equal to or greater than 430,000 pounds but less than 710,000 pounds; and two (2) round trip flights of an aircraft having a maximum certificated take-off gross weight less than 430,000 pounds. If a designated airline uses only aircraft having a maximum certificated take-off gross weight of less than 710,000 pounds, it shall be entitled to one additional round trip flight of an all-freight configured aircraft having a maximum certificated take-off gross weight of less than 430,000 pounds for every two frequencies. All unused frequencies may be accumulated by a designated airline and used at its discretion at any time. Any increase in frequencies during the first three years after commencement of any agreed service in excess of the frequencies as mentioned above shall be subject to prior consultation and agreement between the Parties.

(2) With a view to realizing the objectives set forth in Article 12, paragraph (2), the Parties agree that there should be a reasonable balance of the traffic carried by their respective designated airline(s) on the specified route(s) in terms of number of passengers and tons of cargo taken up and put down in the territory of the other Party.

The consultations referred to in Article 12, paragraph (6) shall take place as soon as possible, and in no event later than thirty (30) days following the date of receipt of the request by the latter Party. The Parties shall undertake to reach agreement within thirty (30) days as to effective measures for remedying the imbalanced situation and fully implement such agreed measures. In considering the measures to be undertaken, the Parties shall take into account all relevant factors, including commercial decisions of the designated airlines, load factors and actions of third parties. In case the agreed measures fail to remedy the imbalance within three months after their implementation, the Parties shall meet together to look into the cause of such failure and agree upon measures for remedying the imbalanced situation. In case the Parties fail to reach agreement on effective remedial measures, they shall look into the cause of the imbalance and consider amendments to this Agreement which may be required to eliminate such cause.

(3) The provision of paragraph (2) of this Annex is valid for three years from the date of commencement of any service under this Agreement. Not later than six months prior to the end of this three-year period, the Parties shall consult with a view to agreeing to the means to achieve reasonable balance of traffic referred to in paragraph (2) of this Annex.

二、为了实现第十二条第二款规定的目标，双方同意，各自指定空运企业在规定航线上载运的业务，就在另一方领土内上下的旅客人数和货物吨数而言，应合理平衡。

第十二条第六款所述的磋商应尽快进行，在任何情况下不得迟于一方收到要求之日起三十天。双方承允在三十天内就纠正不平衡局面的有效措施达成协议，并全部实施协议的措施。在考虑所采取的措施时，双方应考虑到一切有关因素，包括指定空运企业的商务决定、载运比率和第三方的措施。如所协议的措施实施后三个月内未能纠正不平衡局面，双方应进行会晤，以便研究此类措施无效的原因，并就纠正不平衡局面的进一步措施达成协议。双方如未能就有效纠正措施达成协议，应研究造成不平衡局面的原因，并考虑对本协定作可能必要的修改，以消除此类原因。

三、本附件第二款的规定，从根据本协定任何航班开航之日起有效三年。至迟在此三年期限结束六个月前，双方应进行磋商，以便就取得本附件第二款所述的业务合理平衡的方法达成协议。

附件五　运力和业务运载

一、双方同意每家指定空运企业有权每周经营两个班次。如果一方未指定第二家空运企业，则该方第一家指定空运企业在另一方第二家指定空运企业开始经营航班时或在根据本协定任何协议航班开航后两年时(以早者为准)，有权每周增加经营两个班次。本协定中，一个班次指：一架适航证上所注明的最大起飞全重不小于七十一万磅，但不大于八十万磅的飞机往返飞行一次；一架适航证上所注明的最大起飞全重等于或大于四十三万磅，但小于七十一万磅的飞机往返飞行一次半；以及一架适航证上所注明的最大起飞全重小于四十三万磅的飞机往返飞行二次。指定空运企业如仅使用适航证上所注明的最大起飞全重小于七十一万磅的飞机，则每飞两个班次即有权另以适航证上所注明的最大起飞全重小于四十三万磅的全货运飞机往返飞行一次。指定空运企业未使用的一切班次可予累计，并可自行决定在任何时候加以使用。在任何协议航班开航后的三年内，如欲飞行超过上述班次的航班，这些增加的班次须经双方事先协商和同意。

附件四　折扣票价的条件

在本协定第十三条第三款所述运价机动范围内的折扣票价，应符合一般适用于其他国际航空运输市场上相同或类似票价的条件。此种折扣票价至少应符合以下条件中的四项：

——来回程；

——预先购票的要求；

——规定停留最短/最长时间；

——中途分程限制；

——中途分程费用；

——更换航班的限制；

——退票罚款；

——团体人数限制；

——回程旅行的条件；

——地面综合要求。

五、气 象 服 务

应根据世界气象组织公约和国际民用航空组织制定的标准和建议，在适用范围内，提供双方可接受的气象服务。

六、无线电导航和通信

一、为在规定航线上经营协议航班，双方确认需要建立两国间的平面航空通信。双方将另行商定建立此类通信的措施和程序。

二、陆空通信和平面通信应使用英语和国际上承认的有效简语和程序。

克斯国际机场、华盛顿杜勒斯国际机场

二、包机运输使用的机场

一方空运企业用于经另一方航空当局批准的包机航空运输的飞机，可以使用另一方航行资料汇编中适当列明可供国际飞行使用的机场，并可使用该航空当局可能批准的其他机场。

三、航　　路

在另一方空域内的一方指定空运企业的飞机，均应在已建立的航路／指定的航路上或按有关空中交通管制部门的许可飞行。为了达到经济、效率和节油的目的，一方应作合理的努力，包括与毗邻空域的管制当局作出合适的安排，以确保进入和在其主权管辖下的空域内的航路尽可能取直。

四、航 行 资 料

一、双方航空当局应相互提供航行资料汇编。

二、航行资料汇编的修改和补充，应立即发送另一方航空当局。

三、在发送航行通告时，应使用国际航行通告简语，在没有合适的航行通告简语时，应使用英文明语。紧急航行通告应以可供利用的最快方式发送给另一方航空当局。

四、航行资料和航行通告应提供英文本。

附件三 技术服务

一、定期航班使用的机场

一、根据本协定第六条第一款的规定，在中国境内为美利坚合众国政府指定空运企业指定下列主用和备用机场：

——主用机场：北京首都机场、上海虹桥机场

——备用机场：广州白云机场、杭州笕桥机场、天津张贵庄机场

二、根据本协定第六条第一款的规定，在美国境内为中华人民共和国政府指定空运企业指定下列主用和备用机场：

——主用机场：纽约肯尼迪国际机场、洛杉矶国际机场、旧金山国际机场、檀香山国际机场、安克雷季国际机场

——备用机场：巴尔的摩华盛顿国际机场、波士顿洛根国际机场、纽华克国际机场、费城国际机场、大匹兹堡机场、莫塞斯湖/格兰特县机场、奥克兰市国际机场、安大略国际机场、斯托克顿市机场、夏威夷莱曼将军岛/希洛国际机场、西雅图塔科马国际机场、堪萨斯城国际机场、费尔班

（四）（1）飞机识别标志和呼号，或（2）航班号码；

（五）机长姓名和机组人数；

（六）拟议的飞行计划(航路、日期、时间和目的地)；

（七）包机人身份；

（八）机上旅客人数和/或货物重量；

（九）空运企业向每一包机人收取的费用。

包机飞行申请中的上述（四)、(五）和（八）项资料，可予更改，但须在每次飞行前通知。所做更改应在飞行计划中列明。

四、如任何一方有理由不批准某一次或一系列包机飞行，在通常情况下，应及时告知理由。如合适，申请人可以再次提出申请，准其进行业已要求的一次或多次飞行。

五、任何一方不应要求另一方空运企业申报向公众收取的从另一方或第三国领土始发的包机运输的费用。

六、本协定第二条四款、第四、五、六、七、八条、第九条二、四款、第十条、第十一条一款、第十四条和附件三的规定，作必要的修改后，也适用于包机运输。

附件二 包机运输

一、除双方指定空运企业经营协议航班外，一方任何空运企业可要求准许其飞行双方领土间以及第三国与受理申请一方领土间的客运和/或货运（单独或混合）包机。一方可以外交照会向另一方提供根据一方法律有资格提供包机运输的空运企业清单。

二、应在包机预定飞行前至少十五天向另一方航空当局提出申请，在获得批准后方可飞行。应本着双方空运企业有均等机会经营国际包机运输、互利和友好合作的精神，批准上述申请，并避免不适当的延误。

三、各方航空当局应将适用于另一方包机人和空运企业的申请要求和行政手续减少到最低限度。为此，另一方要求一方包机人和空运企业提供的、用以说明准其进行一次或一系列包机飞行理由的资料，不应超过如下范围：

（一）飞行目的；

（二）飞机的登记国籍、所有人和经营人；

（三）机　型；

点的航班以前，该地点应经双方协议。任何一方指定空运企业如欲改变在日本的通航地点，应提前六个月通知另一方航空当局。此种改变应经另一方同意。

（四）在不违反附件五规定的情况下，各方指定空运企业可在另一方领土内或在规定航线上的一个或多个中间点更换机型，条件是：

（1）更换机型地点以远的飞行，就去程航班而言，应使用运力较到达的飞机为小的飞机；就回程的航班而言，应使用运力较到达的飞机为大的飞机；

（2）作此种飞行的飞机，班期安排应视情与去程的或回程的飞机相一致，并可用同一航班号；

（3）如果某次飞行因经营或机械问题而延误，其续航飞行可不受本款第（2）项条件的限制。

经营到双方就第二条航线达成协议为止。在此种情况下，双方应继续磋商，为商定第二条航线做出最大努力，并谅解：建立第二条航线为双方共同的目标。同时，双方应对规定航线进行全面审议。

三、加班飞行

任何一方指定空运企业如欲在其规定航线上作加班飞行，应在飞行三天前向另一方航空当局提出申请，在取得许可后方可飞行。

说明：（一）在本协定生效之日或其后，各方有权指定一家空运企业经营协议航班。任何协议航班开航两年后，各方第二家指定空运企业亦可开始经营协议航班。如果任何一方未指定第二家空运企业，或该方第二家指定空运企业未开始经营航班或停止经营该航班，该方可授权其第一家指定空运企业经营协议航班，在一切方面均如同其第二家指定空运企业一样。

（二）每一指定空运企业可自行决定在上述航线上的任一或所有单向或往返飞行中不经停任何一点或多点，但它经营的协议航班必须在指定该空运企业一方的领土内规定航线上的一点始发或中止。

（三）在飞行经过本附件第一款所列的日本境内另一地

附件一 航 线

一、第一条航线

（一）中华人民共和国方面

中华人民共和国指定的第一家空运企业有权在下列航线上经营往返协议航班：

北京—上海—东京或日本境内的另一地点—檀香山—洛杉矶—旧金山—纽约。安克雷季可用作往返此航线的技术经停地点。

（二）美利坚合众国方面

美利坚合众国指定的第一家空运企业有权在下列航线上经营往返协议航班：

纽约—旧金山—洛杉矶—檀香山—东京或日本境内的另一地点—上海—北京。

二、第二条航线

任何协议航班开航后两年内，双方应进行磋商，以决定供各方第二家指定空运企业经营的航线。如果双方未能在第二年结束前就第二条航线达成协议，各方第二家指定空运企业有权在第一条航线上开始经营往返协议航班，并自此一直

期限。

二、经过本条第一款所述协商而协议的对本协定或其附件的任何修改或补充，应在通过外交途径换文予以确认后生效。

第十八条 生效和终止

本协定自签字之日起生效，有效期为三年。此后应继续有效，但如任何一方将其终止本协定的意愿以书面通知另一方，本协定在通知十二个月后终止。

本协定于一九八〇年九月十七日在华盛顿签订，共两份，每份都用中文和英文写成，两种文本具有同等效力。

中华人民共和国政府	美利坚合众国政府
代 表	代 表

第十五条 统计资料的提供

双方航空当局将就与两国间的协议航班所载业务的统计资料随时进行协商，并按协议提供上述资料。

第十六条 协 商

一、双方应本着密切合作和互相支持的精神，保证本协定各项规定得到正确的实施和满意的遵守。为此，双方航空当局应随时互相协商。

二、任何一方可随时要求就本协定进行协商。这种协商应尽早开始，除非另有协议，至迟应在另一方收到要求之日起六十天内进行。

三、如对本协定的解释或实施发生争端，双方应本着友好合作和互相谅解的精神，通过谈判解决；如双方同意，也可以通过斡旋、和解或仲裁予以解决。

第十七条 修 改 或 补 充

一、任何一方如认为需要修改或补充本协定或其附件的任何规定，可随时要求与另一方进行协商，此项协商应在另一方收到要求之日起九十天内开始，除非双方同意延长这一

性技术补给品，即使这些供应品拟在装上飞机一方领土上空的部分航段上使用。

三、本条第一款所述的留置在任何一方指定空运企业飞行协议航班的飞机上的机上供应品、设备和补给品，经另一方海关当局同意后，可在该方领土内卸下。这类卸下的机上供应品、设备和补给品以及本条第二款所述的运入另一方领土的机上供应品、设备和补给品，应受另一方海关当局监管，必要时应缴纳公平合理的保管费用，直至重新运出或根据该海关当局规定另作处理。

四、如一方指定空运企业和另一家同样享受另一方此种豁免的空运企业订有合同，据此在另一方领土内出借本条第一和第二款规定的物品，则本条规定的豁免应同样适用。一方对在其领土内出售任何此种物品的处理，应由双方协议确定。

五、对于州或省、地区和地方当局对本条第一和第二款规定的物品所征的税收、费用以及燃油通过费，一方应尽最大努力，为另一方指定空运企业在本条所述情况下，在互惠的基础上获得豁免待遇，但提供服务的实际成本费不在此列。

万。

第十四条 关税和税收

一、任何一方指定空运企业从事协议航班飞行的飞机，以及留置在飞机上的正常设备、零备件、燃料、油料（包括液压油）、润滑油、机上供应品（包括在飞行中出售给旅客或供其使用的有限量的食品、饮料、酒类、烟草和其他物品）和专供飞机的运行或检修而使用的其他物品，在进出另一方领土时，应在互惠的基础上，豁免一切关税、检验费和其他国家费用。

二、除了提供服务的实际成本费外，下列物资也应在互惠的基础上豁免一切关税、检验费和其他国家费用：

（一）运入一方领土或在该领土内供应并装上飞机的、供另一方指定空运企业飞行协议航班的飞机使用的数量合理的机上供应品，即使这些供应品拟在装上飞机一方领土上空的部分航段上使用；

（二）为检修、维护或修理另一方指定空运企业飞行协议航班的飞机而运入一方领土的地面设备和包括发动机在内的零备件；

（三）运入一方领土或在该领土内供应的、供另一方指定空运企业飞行协议航班的飞机使用的燃料、润滑油和消耗

第（一）或第（二）项的任何规定不应被解释为要求指定空运企业实行任何特定票价。

四、（一）一方可要求向其航空当局申报另一方指定空运企业为运输前往或来自一方领土的货物所收取的货运价。此种申报应在该货运价拟议实行之日四十五天前提出。此外，双方航空当局同意对指定空运企业的短期申报迅速地给予同情的考虑。

（二）各方主管当局有权不批准货运价。不批准的通知应于收到申报后二十五天之内发出。不批准的货运价不应生效，而原来实行的货运价应继续有效，直至制定新的货运价。

（三）一方不应要求另一方指定空运企业收取与一方批准自己的空运企业或其他国家空运企业收取的货运价不同的货运价。

五、虽然有本条各项规定，各方应准许任何指定空运企业申报并迅速实施（必要时使用短期通知程序）与任何其他指定空运企业根据本条规定为在相同地点之间进行运输而提供的相同票价或货运价，但此类票价或货运价应受可比的条件的约束。

六、各方应以外交照会将本条所述的主管当局通知另一

在非规定航线上提供的航班所实行的票价，则应准许另一方指定空运企业在规定航线上实行取齐票价，但取齐票价不应低于可比的最低批准票价(不包括折扣票价)的百分之七十；

（3）如果被取齐票价仅仅是非指定空运企业在规定航线上提供的票价，则应准许指定空运企业在规定航线上实行取齐票价，但取齐票价不应低于可比的最低批准票价（不包括折扣票价）的百分之七十；

（4）如果被取齐票价仅仅是非指定空运企业在非规定航线上提供的票价，则应准许指定空运企业在规定航线上实施取齐票价，但取齐票价不应低于可比的最低批准票价（不包括折扣票价）的百分之八十。

在任何协议航班开航后三年终了前，双方应对这种票价取齐作法进行审议。

各方还同意第（二）项的规定作必要的修改后，适用于另一方指定空运企业在一方领土与第三国之间提供国际航班的票价。

如果根据第（二）项的规定，指定空运企业实行的一种普通经济票价，低于根据本条第一款实行的票价，则为确定第（一）项规定的百分之三十范围的价格灵活性所用的普通经济票价，在未经双方商定之前应保持不变。

二、如主管当局在收到根据上述第一款申报的票价后三十天内未表示异议，该票价应被认为已获得批准。

三、虽然有上述第一款的规定，各方应准许任何指定空运企业申报并迅速实施（必要时使用短期通知程序）中华人民共和国一点或多点与美利坚合众国一点或多点之间定期客运航班的票价，其条件是：

（一）该票价不违反本协定附件四中所协议的条件，并且不低于已批准任何指定空运企业销售的、在中华人民共和国境内相同的一个或多个地点与美利坚合众国境内相同的一个或多个地点间实行的最低普通经济票价的百分之七十；或

（二）该规定航线上的票价（以下称为“取齐票价”）是对批准票价的减收，但不低于在中华人民共和国与美利坚合众国之间提供的国际航班的任何已批准票价，或任何已经批准或未经批准的组合票价（以下称为“被取齐票价”），并且不违反被取齐票价的类似条件（但关于航线、衔接或机型的条件除外），只要：

（1）如果被取齐票价是对全部或部分由指定空运企业在规定航线上提供的航班所实行的票价，则应准许另一方指定空运企业在规定航线上实行取齐票价；

（2）如果被取齐票价是对全部或部分由指定空运企业

运企业的利益，以免不适当地影响后者提供的航班。

五、如在经营了一段合理的时期后，任何一方认为另一方指定空运企业提供的航班与本条任何规定不符，则双方应本着友好合作和互相谅解的精神及时地协商解决这一问题。

六、如任何一方在任何时候认为业务量未能做到合理平衡，该方可要求同另一方磋商，以便本着友好合作和平等互利的精神来纠正此种不平衡局面。

第十三条 价 格

一、一方可要求向其航空当局申报前往或来自其领土的旅客运输所收票价。此种申报应在该票价拟议实施之日六十天前提出。此外，双方航空当局同意对短期申报迅速地给予同情的考虑。一方主管当局如对某一票价不满意，应尽快通知另一方主管当局，在任何情况下至迟应在收到票价申报后三十天内通知。然后任何一方主管当局可要求进行磋商，此种磋商应尽快进行，在任何情况下至迟应在收到另一方主管当局要求后三十天内进行。如经磋商达成协议，各方主管当局应确保不实施与该协议不一致的票价。如经磋商未达成协议，该申报的票价不应生效，而原来实施的票价应继续有效，直至制定了新的票价。

第十二条　运力和业务运载

一、应准许双方指定空运企业在经营协议航班时，按双方的协议和本协定附件五的规定提供运力。在本协定规定的任何协议航班开航之后两年半内，双方应进行磋商，以便就提供运力问题达成新的协议。

二、根据本协定前言所规定的原则，各方应采取一切适当措施，确保双方指定空运企业在规定航线上经营协议航班时有公平相等的权利，以求得机会均等、合理平衡和相互有利。

三、双方指定空运企业经营的协议航班，其首要目的应是提供足够的运力，以满足双方领土间的业务需要。此种航班装卸前往或来自第三国地点的国际业务的权利，应根据运力与下列各点相关联的一般原则予以确定：

（一）来自和前往指定该空运企业一方的领土的业务需要与来自和前往另一方领土的业务需要；

（二）直达航班经营的需要；

（三）在考虑了当地和地区航班后，该航线通过地区的业务需要。

四、各方及其指定空运企业应照顾到另一方及其指定空

第十一条 进 入 市 场

一、有关经营协议航班的地面服务事项可由双方空运企业商定，但须经双方航空当局批准。

二、各方指定空运企业在另一方领土内出售其协议航班的航空运输应通过销售总代理实施。各方指定空运企业应作为另一方指定空运企业的销售总代理，除非一方指定空运企业拒绝了请其作为代理的要求。每一销售总代理协议的条件须经双方航空当局批准，如果任一方指定第二家空运企业提供协议航班，双方应确保给予两家指定空运企业按相同条件充当另一方指定空运企业的销售总代理的机会。

三、虽然有本条第二款的规定，各方指定空运企业可在其驻另一方领土的代表机构内，直接或通过自己指定的代理人出售协议航班及本企业其他一切航班的航空运输。任何人可用另一方的货币或根据适用的法律用外汇券或自由兑换货币，自由地购买此种运输。此外，该代表机构还可用于进行该指定空运企业的管理、问讯和业务活动。

四、根据本条第二款为指定空运企业指定的销售总代理应对旅行和货运界就空运企业的选择、服务等级和其他有关事项所表达的愿望作出响应。

三、一方应向另一方指定空运企业的代表机构及其工作人员提供有效地经营协议航班所需要的协助和方便。

四、一方指定空运企业一俟提出要求，即有权将在当地的收支余款予以兑换并汇回其国内。兑换和汇款应按交易和汇款时实行的有效比价进行，不得加以限制，并在互惠基础上免征税收。如双方间订有支付办法的专门协定，则应按该协定办理。

第十条 人 员

一、任何一方指定空运企业进入和离开另一方领土的航班上的机组成员，应为指定该空运企业一方的国民。任何一方指定空运企业如欲在进入和离开另一方领土的航班上雇用任何其他国籍的机组成员，应事先取得另一方的同意。

二、除非另有协议，一方指定空运企业驻在另一方领土内的代表机构的工作人员，应为任何一方的国民，其人数应经双方主管当局同意。各指定空运企业被准予派驻的上述人员的数目，应足以履行本协定所述的与提供协议航班有关的职责，无论如何，不应少于提供类似航班的任何外国空运企业所被准予派驻的人数。一方应将被视为负责执行本款规定的主管当局，以外交照会通知另一方。

第八条 航空保安

双方重申对危害飞机安全的行为或威胁的严重关切，因为这些行为或威胁危及人员或财产的安全，影响航班的经营，损害公众对民用航空安全的信心。为了防止劫机和破坏飞机、机场、导航设备和对航空安全进行威胁，双方同意实行适当的航空保安措施，并互相提供必要的援助。当发生劫机或破坏飞机、机场或导航设备的事件或威胁时，双方应互相协助，为迅速而安全地结束这种事件提供联系的方便。如一方要求为其飞机或旅客采取特殊保安措施以便对付某一威胁时，另一方对此应给予同情的考虑。

第九条 代表机构

一、为了经营规定航线上的协议航班，一方指定空运企业有权在另一方领土内规定航线上的地点设立代表机构。本款所述的代表机构的人员应受驻在国的现行法律和规章的管辖。

二、一方应尽最大可能保障另一方指定空运企业代表机构及其工作人员的安全，并保护上述空运企业在其领土内经营协议航班所用的飞机、物品和其他财产的安全。

地提前通知。各方应鼓励其领土内的收费主管当局与使用服务和设备的空运企业之间进行磋商，并应鼓励收费主管当局和空运企业交换为准确地审议收费是否合理所需要的资料。

第七条 安 全

一、各方应为经营协议航班提供双方均可接受的航空设备和服务。此类设备和服务应至少相当于根据公约可能制定的最低标准，如果这些最低标准适用的话。

二、为了经营协议航班，各方应承认另一方颁发或核准的仍然有效的适航证、合格证和执照，但颁发或核准这些证书和执照的条件，应至少相当于根据公约可能制定的最低标准。然而，一方对另一方为一方国民所颁发或核准的合格证和执照，可拒绝承认其在一方领土上空飞行的有效性。

三、各方可要求就另一方在航空设备和服务、机组、飞机和指定空运企业的经营方面所维持的安全和保安标准进行磋商。如在磋商后，一方认为另一方在上述各方面的安全和保安标准和要求，没有有效地维持和实行至少相当于根据公约可能制定的最低标准（如果这些最低标准适用的话），则应将此意见连同关于采取适当措施的建议通知另一方。一方保留本协定第四条规定的权利。

二、一方关于旅客、机组、行李、货物和邮件进出其领土和在其领土内停留的法律和规章，对另一方指定空运企业及其所载运的旅客、机组、行李、货物和邮件在进出一方领土和在该领土内停留时，均应适用。

三、一方在另一方提出要求时应迅即向其提供本条第一款和第二款所述的法律和规章的文本。

第六条 技术服务和费用

一、一方应在其领土内为另一方指定空运企业指定供飞行协议航班使用的主用机场和备用机场，并提供本协定附件三规定的飞行协议航班所需的通信、导航、气象和其他辅助服务。

二、一方指定空运企业使用另一方的机场、设备和技术服务，应按公平、合理的费率付费。任何一方不得要求另一方的指定空运企业以高于向任何其他经营国际航班的外国空运企业收取的费率付费。

三、向另一方指定空运企业收取的本条第二款所指的一切费用，可以反映提供有关设备或服务的全部经济成本的一个合理部分，但不应超过这一部分。收费的设备和服务，应在讲求效率和经济的基础上予以提供。费用如有变更应合理

日期或以后开始经营。

第四条 许可的撤销

一、在下列情况下，一方有权撤销和暂停业已给予另一方指定空运企业的有关许可，或对该项许可规定它认为必要的条件：

（一）如它对该空运企业的主要所有权和有效管理权是否属于指定该空运企业的一方或其国民的情况有疑义；或

（二）如该空运企业不遵守给予本协定第二条规定权利的一方的法律和规章；或

（三）如该另一方或该空运企业在其他方面不能遵守本协定规定的条件。

二、除非本条第一款所述的撤销、暂停或规定条件必须立即执行，以防止进一步违反本条第一款第（二）和（三）项的规定，上述权利只能在与另一方协商后方可行使。

第五条 法律的适用

一、一方关于从事国际航班飞行的飞机进出其领土和在其领土内运行的法律和规章，另一方指定空运企业在进出一方领土和在该领土内时应予遵守。

各地点之间分程业务的权利，有待将来适当时间进行协商。

四、除非另有协议，指定空运企业在第三国境内的航路上经营协议航班，应使用双方空运企业均可使用的航路。

五、包机航空运输应按附件二的规定办理。

第三条 指定和许可

一、各方有权通过外交途径向另一方书面指定两家空运企业，在规定航线上经营协议航班，并有权撤销或更改所作的指定。在经营协议航班时，指定空运企业可经营混合航班或全货运航班，或同时经营这两类航班。

二、一方指定空运企业的主要所有权和有效管理权应属于该方或其国民。

三、另一方航空当局可要求一方指定空运企业向它证明，该空运企业有资格履行根据法律和规章所制定的条件。这些法律和规章是上述当局在国际航班的经营方面通常予以实施的。

四、在不违反本条第二和第三款以及第七条规定的情况下，缔约另一方在收到上述指定后，应给予该指定空运企业以适当的许可，在程序上尽量减少拖延。

五、业经指定并获准的空运企业可在有关许可上规定的

（八）“非运输业务性经停”，指目的不在于上下旅客、行李、货物或邮件的降停。

第二条 权利的给予

一、各方给予另一方本协定规定的权利，以便其指定空运企业在本协定附件一规定的航线上建立和经营定期航班。此类航线和航班以下分别称为“规定航线”和“协议航班”。

二、在不违反本协定规定的情况下，各方指定空运企业在规定航线上经营协议航班时享有下列权利：

（一）在另一方领土内规定航线上的地点经停，以便上下国际旅客、行李、货物和邮件；

（二）经另一方航空当局同意，在另一方领土内规定航线上的地点作非运输业务性经停。

三、本条第二款（一）项的规定不应被认为是给予一方指定空运企业在另一方领土内一地点装上前往另一方领土内另一地点的旅客、行李、货物或邮件(分程业务和国内业务)的权利，但免费载运的该空运企业的人员及其家属、行李和家用物品，该空运企业代表机构所用物品和该空运企业经营协议航班所用的机上供应品和零备件，则不在此限。在双方之间交换允许任一方指定空运企业载运另一方领土内规定航线上

（一）“航空当局”，中华人民共和国方面指中国民用航空总局；美利坚合众国方面，根据职权范围分别指民用航空委员会或运输部；或双方均指受权执行上述当局目前行使的职能的其他任何当局或机构；

（二）“协定”，指本协定及其附件以及对协定和附件做出的任何修改；

（三）“公约”，指一九四四年十二月七日在芝加哥开放签字的《国际民用航空公约》，包括：

——根据该公约第九十四条第一款业已生效、并且已经双方批准的任何修改；

——根据该公约第九十条所通过的、对双方均有效的任何附件或其修改；

（四）“空运企业”，指提供或经营国际航班的任何航空运输企业；

（五）“指定空运企业”，指根据本协定第三条经指定并获准的空运企业；

（六）“航班”，指为取酬或出租以飞机从事旅客、行李、货物或邮件的公共运输的单项或混合定期航班；

（七）“国际航班”，指经过一个以上国家领土上空的航班；

中华人民共和国政府和美利坚合众国政府民用航空运输协定

中华人民共和国政府和美利坚合众国政府，

希望发展两国的相互关系，增进两国人民的友谊，便利国际航空运输；

按照一九七八年十二月十五日中华人民共和国和美利坚合众国建立外交关系的联合公报的精神；

遵循相互尊重独立和主权、互不干涉内政、平等互利和友好合作的原则；

认识到双方按本协定应在权利和利益方面享有合理平衡的重要性；

作为一九四四年十二月七日在芝加哥开放签字的《国际民用航空公约》的参加国；

就建立和经营涉及两国领土的航空运输达成协议如下：

第一条 定义

本协定中：

[RELATED LETTER]

DEPARTMENT OF STATE

Washington, D.C. 20520

September 17, 1980

Mr. Lin Zheng
Leader
Civil Aviation Delegation
of the Government of China

Dear Mr. Lin:

I have the honor to confirm that the Government of the United States of America is prepared, within its authority, to make clear in its official publications and statements that "China Airlines" is an airline from Taiwan and is not the national flag carrier of China.

Sincerely,

B. Boyd Hight by Frank Wilk.

B. Boyd Hight
Chairman
Civil Aviation Delegation of
the Government of the United States

[EXCHANGES OF LETTERS]

Beijing
September 8, 1980

Mr. B. Boyd Hight
Chairman
Civil Aviation Delegation
of the Government of the United States

Dear Mr. Hight:

I have the honor to refer to the Agreement between the Government of the People's Republic of China and the Government of the United States of America Relating to Civil Air Transport, initialed today by our two governments. During the course of negotiations leading to the initialing of the Agreement, both sides discussed questions relating to the utilization of full traffic rights at a point or points in Japan in the operation of the agreed services. It is my understanding that agreement was reached that the utilization of full traffic rights at Japan by the designated airlines of both sides shall be governed by the following terms:

(1) The first designated airline of each Party, unless otherwise agreed, shall be permitted to operate two frequencies[1/] with full traffic rights at Japan immediately upon the commencement of the agreed services. Two years following the commencement of any agreed service, the second designated airline of each Party, unless otherwise agreed, shall be permitted to operate two frequencies with full traffic rights at Japan. These rights shall continue until otherwise agreed by the Parties.

(2) If, two years after the commencement of any agreed service, the United States does not designate a second airline, or if one of the United States' two designated airlines does not operate all of the Japan frequencies authorized by paragraph (1) above, the Parties shall consult with a view to agreeing on the utilization of the unused Japan frequencies by the United States.

1/ For the purposes of this understanding, "frequency" shall have the same meaning as that set forth in Annex V, paragraph (1) of the Agreement.

(3) The designated airline(s) of the People's Republic of China shall operate more than two Japan frequencies only if, and to the same extent that, the designated airline(s) of the United States are operating singly or in combination more than two Japan frequencies.

(4) Not later than two and one-half years following the commencement of any agreed service, the Parties shall review their respective utilization of Japan frequencies. If, upon such review, the number of Japan frequencies operated by the U.S. designated airline(s) exceeds the number of Japan frequencies which the Government of the People's Republic of China and the Government of Japan have agreed upon for the Chinese designated airline(s), the Parties shall consult with a view to agreeing upon an alternative opportunity or opportunities for the Chinese designated airline(s).

(5) If, by 90 days prior to the end of the third year following the commencement of any agreed service, the Parties have not agreed upon an alternative opportunity or opportunities, the People's Republic of China shall be entitled to select point services[2/] for operation in the fourth year and thereafter equal to the difference between the number of Japan frequencies operated by the U.S. designated airline(s) and the number of Japan frequencies authorized for the Chinese designated airline(s). The Chinese designated airline(s) shall be entitled to operate such point services at one or more intermediate and/or beyond points selected at the sole discretion of the People's Republic of China. A list of intermediate and/or beyond points so selected shall be furnished to the Government of the United States through diplomatic channels not later than 60 days prior to the commencement of operations. The number of point services operated by the Chinese designated airline(s) shall be reduced by one for each new Japan frequency which the Chinese designated airline(s) is authorized to operate subsequent to the selection of point services.

This letter will be effective on the date the Civil Air Transport Agreement is signed.

Sincerely,

Lin Zheng

Lin Zheng
Leader
Civil Aviation Delegation
of the Government of China

2/ The term "point service" means one weekly frequency with full traffic rights at a point.

企业经营经日本班次的差额。中国指定空运企业有权经营经过由中华人民共和国自行选择的一个或多个中间点和/或以远点的上述定点航班。在开始经营六十天之前，应将上述选择的中间点和/或以远点的清单通过外交途径送交美国政府。如在选定定点航班后，中国指定空运企业获得许可经营一个新的经日本班次，中国指定空运企业经营的定点航班数目就应削减一个。

本函将自民用航空运输协定签字之日起生效。

你诚挚的

林　征

中国政府民航代表团团长

一九八〇年九月八日于北京

（草签译文附后）

二、如果任一协议航班开航两年后，美国未指定第二家空运企业，或者，如果美国两家指定空运企业中的一家未全部使用上述第一款准许的经日本班次，则双方应进行磋商，以便就美国未使用的日本班次的使用问题达成协议。

三、只有当美国指定空运企业单独或一共经营两个以上的经日本班次时，中华人民共和国指定空运企业才可经营两个以上的经日本班次，且增加的班次应相等。

四、至迟在任何协议航班开航后两年半之前，双方应审议各自对经日本班次的使用情况。如审议表明，美国指定空运企业经营的经日本班次超过日本政府和中华人民共和国政府商定的中国指定空运企业经营的经日本的班次，则双方应进行磋商，以便就使中国指定空运企业有一种或多种选择机会达成协议。

五、如果到任何协议航班开航后第三年结束之前九十天时，双方未就一种或多种选择机会达成协议，中华人民共和国应有权选择定点航班*，在第四年及其后经营，其班次等于美国指定空运企业经营的经日本班次与准许中国指定空运

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* “定点航班”，指在某一点每周一次并享有充分业务权的航班。

美国政府民航代表团团长

B·波伊德·海特先生

亲爱的海特先生：

我谨提及我们两国政府今天草签的中华人民共和国政府和美利坚合众国政府民用航空运输协定。在导致草签该协定的谈判过程中，双方讨论了关于经营协议航班时使用日本境内一点或多点的充分业务权问题。据我理解，双方已同意双方指定空运企业在使用日本境内充分业务权方面，应遵循下述规定：

一、除非另有协议，一俟协议航班开航即应准许各方第一家指定空运企业经营两个在日本境内有充分业务权的班次*。除非另有协议，任一协议航班开航两年后，应准许各方第二家指定空运企业经营两个在日本境内有充分业务权的班次。这些权利应继续到双方另有协议时为止。

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* 本谅解中的"班次"与本协定附件五第一款中所述的班次含意相同。

Beijing
September 8, 1980

Mr. Lin Zheng
Leader
Civil Aviation Delegation
of the Government of China

Dear Mr. Lin:

I am in receipt of your letter of today's date relating to the Agreement between the Government of the United States of America and the Government of the People's Republic of China Relating to Civil Air Transport initialed today by our two governments, and more particularly relating to the utilization of full traffic rights at a point or points in Japan in the operation of the agreed services. Your letter reads as follows:

[For the English language text, see pp. 4631-4632.]

I have the honor to confirm that the above constitutes an agreed understanding.

This letter will be effective on the date the Civil Air Transport Agreement is signed.

Sincerely,

B. Boyd Hight

B. Boyd Hight
Chairman
Civil Aviation Delegation
of the Government of the United States

Beijing
September 8, 1980

Mr. Lin Zheng
Leader
Civil Aviation Delegation
of the Government of China

Dear Mr. Lin:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the People's Republic of China relating to Civil Air Transport initialed today by our two governments. During the course of negotiations leading to the initialing of the Agreement, both sides discussed questions relating to the conduct of business in the territory of the other Party and other operational matters of the designated airlines. I understand that agreement was reached that the designated airline(s) of each Party shall have, in the territory of the other Party, the rights and privileges as set forth below:

1. With respect to the representative office(s) referred to in Article 11, paragraph (3) of the Agreement, the designated airline(s) of each Party shall have:

(a) the right to issue, reissue, reconfirm and exchange tickets for transportation on the agreed services, for connecting air services, and for transportation over any other route or routes outside of the agreed services which are operated by such airline(s); and

(b) the right to make, reconfirm, or change reservations for passengers wishing to travel over the routes of such airline(s) whether or not such reservations are for transportation on the agreed services.

2. The designated airline(s) of each Party shall also have the right to import, maintain, store, and distribute informational materials (including, but not limited to, time tables, schedules, brochures, sales and tour literature, calendars, displays, etc.) and to advertise in the same manner and through the same or similar media as the designated airline(s) of the other Party.

3. With respect to operational matters, the designated airline(s) of each Party shall have:

(a) the right to import, install, and operate telex, computer, VHF radio, and hand-held radio sets (walkie talkie) and related equipment for reservations, load planning and management, and for other operational purposes, subject to the approval of the appropriate authorities, where necessary;

(b) the right to supervise load planning and actual loading and unloading of its aircraft through its own employees or representatives;

(c) the right to import company-owned vehicles and to operate such vehicles on airport roadways and aircraft servicing ramps, subject to the approval of the appropriate authorities, where necessary;

(d) the right to inspect fuel storage and fuel pumping equipment on a quarterly basis and take samples at each source for export and subsequent laboratory analysis; and

(e) the right to film, under whatever supervision is necessary, the aircraft approach view to the runways of all regular airports and alternate airports contemplated for the operation of the agreed services, for purposes of pilot training, subject to the approval of the appropriate authorities.

4. Each Party grants to the other Party the assurance that the following authorizations, permits, and information will be provided, on the basis of reciprocity, in a timely fashion to each airline designated to operate the agreed services:

(a) airport security permits for assigned foreign and locally employed company staff authorizing them to move freely beyond airport customs and immigration screens into the terminal loading areas and onto the airport ramp areas;

(b) written information on the procedures to be employed by the airport authorities at each regular airport and alternate airport contemplated for the operation of the agreed services in the event of an emergency such as a crash, a hijacking, or a bomb threat, establishing the order of action in a given situation for units responsible for tower control, firefighting, medical assistance and transportation, perimeter security and other emergency and security functions in effect; and

(c) written information on aeronautical laws, including the rules and regulations thereunder and amendments thereto, each designated airline is expected to follow.

5. The appropriate authorities of each Party shall use their best efforts to assist the designated airline(s) of the other Party to receive housing for the staff of such airline(s) comparable in cost and quality to the best obtained by or provided to other foreign airlines.

6. The designated airline(s) of each Party shall have the right to train the personnel of any appointed agent in the procedures of that airline for passenger, cargo, and aircraft handling and in procedures relating to reservations, ticketing, marketing, management, and sales promotion, subject to prior agreement.

This letter will be effective on the date the Civil Air Transport Agreement is signed.

I would be grateful for your confirmation that this is also your understanding of the agreement we have reached.

Sincerely,

B. Boyd Hight

B. Boyd Hight
Chairman
Civil Aviation Delegation of
the Government of the United States

我将十分荣幸。

本函将自民用航空运输协定签字之日起生效。”

我愿确认，以上包括了两国政府对一方指定空运企业在另一方领土内的权利的一致理解。

本函将自民用航空运输协定签字之日起生效。

你诚挚的

林　征

中国政府民航代表团团长

一九八〇年九月八日于北京

（草签译文附后）

地向被指定经营协议航班的每一家空运企业提供下列许可证件和资料：

（一）给派任的外国或者当地雇用的公司人员发机场通行许可证，准许他们自由通过机场海关和移民检查站，进入装卸区和停机坪；

（二）关于经营协议航班拟用的每一主用机场和备用机场的机场当局在发生诸如失事、劫机、爆炸威胁等紧急情况下所采用的程序的书面资料，这些程序规定在特定情况下，负责塔台管制、消防、救护和运输、周围警卫和其他现有的应急及保安职能的各单位的行动顺序。

（三）有关航空法律的书面资料，包括根据该法律制定的、每一指定空运企业应予遵守的规则、条例及其修改。

五、各方有关当局应尽最大努力协助另一方指定空运企业为其工作人员获得住房，这些住房在费用和质量方面应相当于其他外国空运企业所获得的或向其提供的最好住房。

六、各方指定空运企业有权对指派的任何代理人员进行训练，使之熟悉该空运企业处理旅客、货物和值机服务的程序和关于定座、出票、销售、管理和业务推销方面的程序，但须经事先协议。

如蒙确认以上诸项也是你对我们所达成的协议的理解，

输的订座；

二、各方指定空运企业亦应有权进口、保持、储存和散发宣传材料（包括但不仅限于时刻表、班期表、小册子、销售和旅游宣传品、日历、展览品等）并有权以与另一方指定空运企业同样的方式，通过同样或类似的新闻工具做广告。

三、关于经营事项，各方指定空运企业应：

（一）有权进口、安装和使用为订座、装载计划和管理以及为其他业务目的所用的电传机、计算机、甚高频无线电台、手持式无线电设备（步话机）以及有关设备，但必要时应经有关当局同意；

（二）有权通过其雇员或代表监督其飞机的装载计划和实际的装载和卸载；

（三）有权进口公司拥有的车辆，并在机场道路上和停机坪上使用，但必要时应经有关当局同意；

（四）有权按季度检查燃油储备和燃油泵设备，并在每一供油处取样并运出进行化验分析；

（五）有权在必要的监督下拍摄飞机进近协议航班预计使用之所有主用机场和备用机场跑道时的视景影片，以供训练驾驶员使用，但应经有关当局批准。

四、各方向另一方作出保证，将在互惠的基础上，及时

美国政府民航代表团团长

B·波伊德·海特先生

亲爱的海特先生：

我谨提及今天两国政府草签的民用航空运输协定和你今日来函，来函内容如下：

“我谨提及我们两国政府于本日草签的美利坚合众国政府和中华人民共和国政府民用航空运输协定。在导致草签该协定的谈判过程中，双方讨论了关于在另一方领土内经营业务的问题以及指定空运企业其他经营事项。我理解已经商定，各方指定空运企业在另一方领土内应享有下述权利和待遇：

一、关于协定第十一条第三款提及的代表机构，各方指定空运企业应：

（一）有权填开、换开、重新确认和更换客票，以用于协议航班、衔接航班以及该空运企业所经营的协议航班以外任何其他航线上的运输；

（二）有权办理、重新确认或更改原在该空运企业的航线上旅行的旅客订座事宜，不论此类订座是否属协议航班运

Beijing
September 8, 1980

Mr. B. Boyd Hight
Chairman
Civil Aviation Delegation of
the Government of the United States

Dear Mr. Hight:

I have the honor to refer to the Civil Air Transport Agreement initialed today by our two governments and to your letter of today's date which reads as follows:

[For the English language text, see pp. 4637-4639.]

I have the honor to confirm that the above constitutes an agreed understanding between our two governments concerning the rights of the designated airline(s) of each Party in the territory of the other Party.

This letter will be effective on the date the Civil Air Transport Agreement is signed.

Sincerely,

Lin Zheng

Lin Zheng
Leader
Civil Aviation Delegation of
the Government of China

Beijing
September 8, 1980

Mr. Lin Zheng
Leader
Civil Aviation Delegation
of the Government of China

Dear Mr. Lin:

I have the honor to refer to the Civil Air Transport Agreement initialed today by our two governments. With respect to paragraph (1) of Annex V to the Agreement, it is my understanding that in case the first designated airline of the People's Republic of China does not operate more than two B-747SP aircraft per week during the period of one year following its commencement of the agreed services, for this same period the designated airline of the United States of America will limit its available capacity to an average of 120 tons of payload per week, measured quarterly. Payload will be measured by the actual tons of passenger, cargo and mail traffic, embarked or disembarked in the People's Republic of China quarterly.

This letter will be effective on the date the Civil Air Transport Agreement is signed.

Sincerely,

B. Boyd Hight

B. Boyd Hight
Chairman
Civil Aviation Delegation of the
Government of the United States

我谨确认上述内容为协议的理解。

本函将自民用航空运输协定签字之日起生效。

你诚挚的

林　征

中国政府民航代表团团长

一九八〇年九月八日于北京

（草签译文附后）

美国政府民航代表团团长

B·波伊德·海特先生

亲爱的海特先生：

我已收到你本日来函，函中提及我们两国政府于本日草签的民用航空运输协定，特别提及附件五第一款，该款规定了在中国民航开始经营协议航班第一年内管理各方指定空运企业运力的办法。你来函内容如下：

“我谨提及今天我们两国政府草签的民用航空运输协定。关于该协定附件五第一款，据我的理解，在中华人民共和国指定的第一家空运企业开始飞行协议航班后的一年内，如该空运企业每周经营不超过两次波音747SP航班，在同一时期内，美利坚合众国的指定空运企业将其提供的运力限制为每周平均一百二十吨的业务载量，每季度计算一次。业务载量按每季度在中华人民共和国上下的旅客、货物和邮件的实际总吨数计算。

本函将自民用航空运输协定签字之日起生效。”

Beijing
September 8, 1980

Mr. B. Boyd Hight
Chairman
Civil Aviation Delegation
of the Government of the United States

Dear Mr. Hight:

I am in receipt of your letter of today's date relating to the Agreement between the Government of the United States of America and the Government of the People's Republic of China relating to Civil Air Transport initialed today by our two governments, and more particularly relating to Annex V (1) setting forth a capacity regime to govern the operations of the designated airline of each Party during the first year following the commencement of the agreed services by the first designated airline of the People's Republic of China. Your letter reads as follows:

[For the English language text, see p. 4645.]

I have the honor to confirm that the above constitutes an agreed understanding.

This letter will be effective on the date the Civil Air Transport Agreement is signed.

Sincerely,

Lin Zheng

Lin Zheng
Leader
Civil Aviation Delegation
of the Government of China

Beijing
September 8, 1980

Mr. B. Boyd Hight
Chairman
Civil Aviation Delegation of
the Government of the United States

Dear Mr. Hight:

With reference to Annex V, paragraph (2) of the Agreement between the Government of the People's Republic of China and the Government of the United States of America relating to Civil Air Transport initialed today, I have the honor to confirm, on behalf of my Government, the following discussion between the civil aviation delegations of our two countries in the course of their negotiations.

In the operation of the agreed services on the specified routes by the designated airlines of the Parties, it is deemed that traffic will no longer be reasonably balanced whenever, on a semi-annual basis, the traffic carried by the designated airline(s) of one Party shall exceed 56.25 percent of the total traffic carried by the designated airlines of the two Parties.

This letter will be effective on the date the Civil Air Transport Agreement is signed.

Sincerely,

Lin Zheng

Lin Zheng
Leader
Civil Aviation Delegation
of the Government of China

美国政府民航代表团团长

B·波伊德·海特先生

亲爱的海特先生：

关于今日草签的中华人民共和国政府和美利坚合众国政府民用航空运输协定附件五第二款，我谨代表本国政府确认我们两国民用航空代表团在谈判中所进行的以下讨论。

双方指定空运企业在规定航线上经营协议航班时，如在每半年计算一次的基础上，一方指定空运企业所载运的业务量超过双方指定空运企业所载运全部业务量的56.25%，便认为业务量已失去了合理的平衡。

本函将自民用航空运输协定签字之日起生效。

你诚挚的

林　征

中国政府民航代表团团长

一九八〇年九月八日于北京

（草签译文附后）

Beijing
September 8, 1980

Mr. Lin Zheng
Leader
Civil Aviation Delegation
of the Government of China

Dear Mr. Lin:

I am in receipt of your letter of today's date with respect to Annex V, paragraph (2) of the Civil Air Transport Agreement initialed today by our two governments, and acknowledge the contents therein.

This letter will be effective on the date the Civil Air Transport Agreement is signed.

Sincerely,

B Boyd Hight

B. Boyd Hight
Chairman
Civil Aviation Delegation of
the Government of the United States

TIAS 10326

CUBA

Maritime Boundary

Agreement extending the provisional application of the agreement of December 16, 1977, as extended.
Effected by exchange of notes
Signed at Washington December 16 and 28, 1981;
Entered into force December 28, 1981.

The Czechoslovak Ambassador to the Secretary of State

EMBASSY OF THE CZECHOSLOVAK SOCIALIST REPUBLIC

Washington, D.C., Diciembre 16, 1981

Excelencia:

Con relación a la representación que ostento de los intereses de la República de Cuba en los Estados Unidos de América, tengo el honor de referirme al Acuerdo de Frontera Marítima entre la República de Cuba y los Estados Unidos de América, firmado el 16 de Diciembre de 1977 y al Acuerdo de los Gobiernos de Cuba y los Estados Unidos de América estipulado en el Artículo V, para aplicar los términos de ese Acuerdo provisionalmente a partir del 1ro. de Enero de 1978, por un período de dos años, hasta tanto entrase en vigor permanentemente en la fecha de intercambio de los instrumentos de ratificación y al acuerdo entre los Gobiernos de Cuba y de los Estados Unidos de América, celebrado en Washington por canje de notas del 28 de Diciembre de 1979, de continuar aplicando provisionalmente el Acuerdo de Frontera Marítima firmado en Washington el 16 de Diciembre de 1977 desde el 1ro. de Enero de 1980, por un período de dos años, que vencerá el 31 de Diciembre de 1981.

En nombre del Gobierno de la República de Cuba, propongo que los términos del Acuerdo de Frontera Marítima de 16 de Diciembre

Hon. Alexander M. Haig
Secretario de Estado
Washington, D.C.

de 1977, continúen aplicándose provisionalmente desde el 1ro. de Enero de 1982, por un período de dos años, hasta tanto entre en vigor de manera permanente en la fecha de intercambio de los instrumentos de ratificación.

Si la antedicha propuesta es aceptable al Gobierno de los Estados Unidos de América, propongo que la presente nota y la respuesta del Departamento de Estado de los Estados Unidos de América a la misma constituyan un acuerdo entre los Gobiernos de la República de Cuba y de los Estados Unidos de América de continuar aplicando provisionalmente desde el 1ro. de enero de 1982, por un período de dos años, hasta tanto entre en vigor de manera permanente el Acuerdo de 16 de Diciembre de 1977 sobre Frontera Marítima entre los dos países.

Acepte, Excelencia, el testimonio de mi más alta consideración.

Dr. Jaromir Johanes
Embajador

The Secretary of State to the Czechoslovak Ambassador

DEPARTMENT OF STATE
WASHINGTON

December 28, 1981

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's note of December 16, 1981, which reads in the English translation thereof as follows:

"In connection with my representation of the interests of the Republic of Cuba in the United States of America, I have the honor to refer to the Maritime Boundary Agreement between the Republic of Cuba and the United States of America signed on December 16, 1977, to the agreement between the Governments of Cuba and the United States of America specified in Article V to apply the terms of that Agreement provisionally from January 1, 1978, for a period of two years pending its entry into force permanently on the date of exchange of instruments of ratification, and to the agreement between

His Excellency
Dr. Jaromir Johanes,
Ambassador of the Czechoslovak
Socialist Republic.

the Governments of Cuba and the United States of America concluded in Washington by exchange of notes on December 28, 1979,[1] to continue to apply provisionally the Maritime Boundary Agreement signed in Washington on December 16, 1977, from January 1, 1980, for a period of two years, which will expire on December 31, 1981.

"On behalf of the Government of the Republic of Cuba, I propose that the terms of the Maritime Boundary Agreement of December 16, 1977, continue to apply provisionally from January 1, 1982, for a period of two years, pending its entry into force permanently on the date of exchange of instruments of ratification.

"If the above-mentioned proposal is acceptable to the Government of the United States of America, I propose that this note and the reply of the United States Department of State thereto constitute an agreement between the Governments of the Republic of Cuba and the United States of America to continue to apply provisionally from January 1, 1982, for a period of two years, pending its permanent entry into force, the Maritime Boundary Agreement between the two countries of December 16, 1977.

"Accept, Excellency, the assurances of my highest consideration."

[1] Exchange of notes Dec. 27 and 28, 1979. TIAS 9732; 32 UST.

I wish to inform Your Excellency that the Government of the United States of America accepts the proposal contained in Your Excellency's note which, with this reply, constitutes an agreement between the Governments of the United States of America and Cuba to continue to apply provisionally from January 1, 1982, for a period of two years, pending its permanent entry into force, the Maritime Boundary Agreement between the two countries of December 16, 1977.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State: [1]

Stephen W. Bosworth

[1] Stephen W. Bosworth.

EGYPT

Agricultural Commodities

Agreement signed at Cairo December 21, 1981;
Entered into force December 21, 1981.
With agreed minutes
Signed at Cairo December 16, 1981.
And amending agreement
Effected by exchange of notes
Signed at Washington February 5, 1982;
Entered into force February 5, 1982.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Arab Republic of Egypt agree to the sale of agricultural commodities specified below. This agreement shall consist of the preamble and Parts I and III of the Agreement signed June 7, 1974,[1] together with the following Part II:

PART II. PARTICULAR PROVISIONS

Item I. COMMODITY TABLE:

Commodity	Supply Period (U.S. FY)	Approximate Quantity (MT)	Maximum Export Market Value (Dols. Million)
Wheat	1982	600,000	105.0
Wheat Flour (Grain Equivalent Basis)	1982	500,000	95.0
TOTAL		1,100,000	200.0

Item II. PAYMENT TERMS: Convertible Local Currency Credit (CLCC)

A. Initial Payment - Five (5) percent.

B. Currency Use Payment - None.

C. Number of Installment Payments - Thirty-one (31).

D. Amount of Each Installment Payment - Approximately equal annual amounts.

E. Due Date of First Installment Payment - Ten (10) years after the date of last delivery of commodities in each calendar year.

[1] TIAS 7855; 25 UST 1245.

F. Initial Interest Rate - Two (2) percent.

G. Continuing Interest Rate - Three (3) percent.

Item III. USUAL MARKETING TABLE:

Commodity	Import Period (U.S. FY)	Usual Marketing Requirement (MT)
Wheat/Wheat Flour (Grain Equivalent Basis)	1982	2.5 million

Item IV. EXPORT LIMITATIONS:

A. Export Limitation Period:

The export limitation period shall be U.S. fiscal year 1982, or any subsequent U.S. fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to Which Export Limitations Apply:

For the purposes of Part I, Article III (A)(4) of this agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina, or bulgur (or the same product under a different name).

Item V. SELF-HELP MEASURES:

A. The Government of Egypt agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate in increasing agricultural production through small farm agriculture.

B. The Government of Egypt agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation:

1. Agricultural Policy and Planning

   a. Review pricing policies for agricultural inputs. This review should serve as the basis for implementing a rational system of input allocation and use.

   b. Continue to review the subsidies on consumer prices for food items. This review should serve as a basis for implementing a subsidy policy that protects primarily the lower income groups.

   c. Increase incentives for domestic food crop production. The GOE will continue to rationalize input and consumer prices with a view toward establishing prices that will provide adequate incentive to producers. This process will include the continuation of procurement of wheat from farmers by the GOE. The GOE will conduct an analysis during FY 1982 to determine the need to initiate a similar program for corn. The procurement prices will be set with the objective of reducing the differences between the domestic and world prices of wheat. In assessing supply management, the government will give procurement priority to the full

utilization of domestically produced crops. Food imports will be distributed in a manner that will minimize the disincentive to domestic production.

2. Agricultural Research and Extension

Examine the organization and management of agricultural research as it relates to increased production through the extension process and to strengthen Egyptian agricultural research efforts as noted in the Memorandum of Understanding signed November 1979.[1] The review will:

a. Identify constraints for effectively managing the agricultural research/extension/dissemination system;

b. Develop procedures which provide the necessary services, create incentives, and demonstrate research results effectively to individual farmers;

c. Identify which new technologies, beneficial to Egypt, are available internationally for potential adoption by Egypt's farmers;

d. Evaluate results from previous Egyptian agricultural research projects and disseminate those mostly likely to support increased small farmer productivity; and

e. Develop priorities for funding of applied research project activities.

[1] Not printed.

3. Water Conservation and On-Farm Management
   Assess the structural and institutional options for promoting the conservation and better on-farm management of water, e.g. pricing water so that water constitutes an input cost.
4. Land Investment and Operation and Maintenance
   Continue an assessment of agricultural sector investment levels with particular focus on investment level targets for improvement of presently cultivated agricultural lands, including previously reclaimed land as well as projects for the development of new reclaimed lands.
5. The GOE will take the following steps to permit private importers to import 400,000 MT of fertilizer:
   a. Make foreign exchange available to them at the official exchange rate, and
   b. Allocate local currency which permits sale of the fertilizer at 150 percent of full subsidy.
6. Continue discussions of ways to improve the climate for U.S. private investment in Egyptian agri-business sector.

Item VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the Government of Egypt for the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and

for development in the agricultural and rural development sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement, done at Cairo, in duplicate, the day of 21 December, 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By:
Name: Alfred L. Atherton, Jr.
Title: American Ambassador

FOR THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

By:
Name: Ahmed Ahmed Nouh
Title: Minister of Supply and Home Trade

IN ACKNOWLEDGEMENT OF the foregoing agreement, representatives of the implementing organizations have subscribed their names:

By:
Name: Abdel Razzak Abdel Meguid
Title: Deputy Prime Minister for Economic and Financial Affairs and Minister of Economy, Finance and Planning

By:
Name: Mahmoud Mohamed Dawood
Title: Minister of State for Agriculture and Food Security

AGREED MINUTES OF THE NEGOTIATIONS OF THE U.S. FISCAL YEAR 1982 AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT UNDER THE PROVISIONS OF TITLE I, PUBLIC LAW 480,[1] OF THE UNITED STATES OF AMERICA

1. Commodity Composition. The proposed commodity composition, as shown in Part II, Item I of the proposed agreement, provides for 1.1 million metric tons of wheat and wheat flour on a grain equivalent basis having an export market value of $200 million. This proposed agreement provides for the total U.S. Fiscal Year 1982 GOE allocation for wheat flour. In subsequent amendments the Title III allocation and the balance of the Title I allocation, as applicable, will be added in order to provide for the entire program level set at $275 million.

It was pointed out that Part I, Article I(E) of the proposed agreement provides that the export market value specified in Part II may not be exceeded. This means that, if commodity prices increase over those used in determining the market values contained in Part II of the proposed agreement, the quantity to be financed under the proposed agreement will be less than the approximate maximum quantity set forth in Part II. Should commodity prices decrease, however, the quantities to be financed may be limited to those specified in Part II.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

2. Commodity Deliveries. In order to expedite implementation of the proposed agreement after signature, the GOE representatives were encouraged during the negotiations to make an early request, through their Embassy in Washington, D.C., for purchase authorizations (PA's). The GOE representatives were also reminded of the need to open Letters of Credit promptly for both the commodity and the freight after PA's are issued, and commodities purchased and vessels booked. The supply period for the proposed agreement is the U.S. fiscal year 1982.

3. Payment Terms. The proposed payment terms are shown in Part II, Item II of the proposed agreement. They are the same as in the previous year's agreement (FY 1981).

4. Usual Marketing Requirements (UMR's). Part II, Item III of the proposed agreement provides for a UMR of 2.5 million metric tons of wheat and wheat flour (grain equivalent basis) during U.S. fiscal year 1982. This is the same as in the previous year's agreement (FY 1981). The GOE representatives were reminded that Section 103 (O) of the PL 480 legislation requires that the U.S. trade be provided the opportunity to compete for any increase in commercial purchases of wheat flour during the coming year.

5. Export Limitations. The provisions shown in Part II, Item IV, Paragraph A and B of the proposed agreement are standard.

6. Self-Help Measures and Use of Proceeds. Section 190(A) of PL 480 requires that, before entering into agreements for the sale of commodities, consideration be given to the extent to which the recipient country is undertaking self-help measures to increase per capita food production and improve the means for storage and distribution of agricultural commodities. Furthermore, it is to take into particular account the extent to which they are being carried out in ways designed to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

Section 106(B) provides that in negotiating agreements, emphasis shall be placed on the use of such proceeds for purposes which directly improve the lives of the poorest of the recipient countries' people and their capacity to participate in the development of their country. Greatest emphasis is required to be placed on the use of such proceeds to carry out programs of agricultural development, rural development, nutritional and population planning in accordance with Section 109 of PL 480 and which programs are likely to achieve the policy objectives of Sections 103 and 104, of the Foreign Assistance Act of 1961 as amended. [1]

Part II, Item V of the proposed agreement specifies the self-help measures to be carried out by the recipient country

[1] 87 Stat. 715; 22 U.S.C. § 2151a.

which may utilize the local currencies accruing to the recipient country from the sale of agricultural commodities financed under the agreement. The GOE representatives agreed during the negotiations to provide a quarterly report on the progress of the wheat procurement program and make sufficient funds available to assure that producers receive published procurement prices on a timely basis.

7. Compliance and Reporting Requirements. The GOE representatives declared they are well aware of their responsibilities for submission of timely reports on compliance, shipping and arrival information (ADP sheets), self-help and use of sales proceeds, as required under the provisions of the agreement. The annual self-help report for 1982, normally required on December 1, 1982, will be submitted in September 1982 prior to the consideration of a Title I agreement for U.S. fiscal year 1983. It was agreed further that the annual self-help report will be accompanied by the receipt and expenditure report certified by the appropriate GOE audit authority.

8. Operational Considerations. The following operational considerations were discussed during the negotiations:

A) Purchase Authorizations. Information to expedite the PA issuance will be provided to the USDA prior to the signing of the agreement, including: 1) commodity specifications, 2) proposed contracting and delivery schedules, and 3) names and addresses of banks in

Egypt and U.S. commercial banks through which letters of credit for commodity ocean freight will be opened. The GOE representatives gave assurance that appropriate GOE authorities are prepared to make prompt transfer of funds to cover initial payment and the ocean freight costs on commodities purchased under the agreement.

B) Bellmon Determination. The GOE representatives provided information needed to update the Bellmon Determination.

C) Instructions and Authority. The GOE representatives gave assurances that arrangements have been made to relay to its Embassy in Washington, D.C. all instructions, information, and authority necessary to ensure timely implementation of the agreement, including: 1) information outlined in paragraph A above; 2) complete instructions regarding arrangements for purchasing commodities and contracting for freight (including appointment of purchasing and/or shipping agent if applicable); and 3) instructions to contact the Program Operations Division, Export Credits, Foreign Agricultural Service, USDA (Telephone 202-447-5780), for further assistance in implementing the agreement.

D) Regulatory/Legislative Requirements. The GOE representatives were reminded that, under current regulatory and legislative requirements: 1) purchase of food commodities under the agreement must be made on the basis of

invitations for bids (IFB's) publicly advertised in the United States and on the basis of bids (offers) which must conform to the IFB. Bids must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures; 2) terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Manager, FAS/USDA, prior to issuance; and 3) if the GOE nominates a purchasing and/or shipping agent to procure commodities or arrange ocean transportation under the agreement, the GOE must notify the General Sales Manager, FAS/USDA, in writing, of such nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager, FAS/USDA in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

E) Letters of Credit. The GOE representatives were informed during the negotiations that commodity and ocean freight suppliers may refuse to load vessels when accepted letters of credit for commodities or ocean freight are not available at the time of loading. This can result in costly claims by vessel owners for demurrage and by commodity suppliers for carrying charges.

With particular regard to ocean freight, GOE

representatives were advised that the GOE must open letters of credit for 100 percent of the ocean freight not less than 48 hours prior to the vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charter party or booking note.

It was also pointed out to the GOE representatives that where the ocean freight contract provides for demurrage/despatch, 90 percent of the ocean freight must be paid promptly on arrival of the cargo. The remaining 10 percent, less despatch if any, should be paid promptly to the carrier upon completion of the laytime statement. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

The GOE representatives gave assurances that appropriate measures will be taken to ensure that operable and irrevocable letters of credit for both commodities and freight will be issued as soon as possible after commodities are purchased and ocean freight booked.

F) Performance Bonds. The GOE representatives were advised during the negotiations that a standard performance bond

requirement that will be fair to, and provide adequate protection for, both buyer and seller will be incorporated in all recipient country IFB's before purchasing begins under the U.S. fiscal year 1982 program. The USDA is developing the appropriate language for this requirement and will coordinate its implementation with the GOE purchasing officials in Washington, D.C.

G) Establishing Claims. The GOE representatives agreed during the negotiations to develop and implement procedures for accurate identification of commodity loss and damage at the discharge port for the purpose of establishing claims in a timely manner.

H) Priority Berthing and Unloading. The GOE representatives reaffirmed during negotiations that the GOE would guarantee priority berthing and discharge at all Egyptian ports for U.S. flag vessels carrying U.S. agricultural commodities under the PL 480 program.

I) Identification and Publicity. The GOE representatives were reminded that Part I, Article III(1) of the Title I agreement provides that the government of the importing country shall undertake such measures as may be mutually agreed prior to their delivery, for identification and publicity of commodities to be received. This is as provided for in Section 103(I) of the PL 480 legislation.

9. Annex A. A letter dated December 3, 1981 from the U.S. Chief of Mission to Egypt, Alfred L. Atherton, Jr. to His Excellency, Ahmed Ahmed Nouh, Minister of Supply and Home Trade,[1] was reviewed and is made part of these minutes.

10. Annex B. A draft of the proposed agreement[1] was reviewed and is made part of these minutes.

DONE IN CAIRO THIS 16TH DAY OF DECEMBER, 1981.

Representing the Government of
The United States of America:

Verle E. Lanier
Agricultural Counselor
American Embassy
5, Sharia Latin America
Garden City
Cairo

Representing the Government of
The Arab Republic of Egypt:

I. Darwish 16-12-1981

Ibrahim Darwish
Deputy Chairman
General Authority for
Supply Commodities
Ministry of Supply and Home Trade
24, Gomhouria Street
Cairo

IN ACKNOWLEDGMENT OF the foregoing minutes, representatives of the implementing organizations have subscribed their names:

Youssef Wally

By:
Name: Youssef Wally
Title: Chairman
Agricultural Development Committee for Foreign Aid
Foreign Relations Department
Ministry of Agriculture

For F. Iskandar 12/16/1981

By:
Name: Fouad Iskandar
Title: Senior Under Secretary of State for Economic Cooperation
Ministry of Economy

[1] Not printed.

The Secretary of State to the Egyptian Ambassador

DEPARTMENT OF STATE
WASHINGTON

Excellency:

I have the honor to propose that the Government of the United States and the Government of the Arab Republic of Egypt agree to the extension of additional Public Law 480 commodity sales financing amounting to $75.0 million, raising the total Title I/III program level for Egypt to $275 million. This additional amount is to be programmed as follows:

(a) In the agricultural commodities agreement between our two governments signed December 21, 1981, the following changes should be made:

(1) In Part II, Item I, Commodity Table, and under appropriate column headings, (a) on the line entitled "Wheat", delete "600,000" "105.0", and insert "850,000" "150.0", (b) on line entitled "Wheat Flour (grain equivalent basis)", delete "95.0" and insert "100.0", and (c) on line entitled "Total" delete "1,100,000" "200.0", and insert "1,350,000" "250.0".

His Excellency
Dr. Ashraf A. Ghorbal,
Ambassador of Egypt.

(2) In Part II, Item II, Payment Terms, on line "B. Currency Use Payment" delete "none" and insert "Ten (10) percent of the amount financed by the government of the exporting country under the first amendment and any subsequent amendments-for 104(a) purposes".

(b) In addition to the new financing indicated in paragraph (a) above, the Government of the United States will make available $25.0 million, to be used either in connection with the Food for Development Program or by addition to the agreement of December 21, 1981, as may be agreed upon by the two governments.

If the foregoing is acceptable to your government, I have the honor to propose that this note and your reply thereto constitute agreement between our two governments effective the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:
Alfred L. Atherton, Jr. [1]

I confirm the above understandings.

Richard E. Lyng [2]
for John R. Block
Secretary of Agriculture

5 FEB 1982

[1] Alfred L. Atherton, Jr.
[2] Richard E. Lyng.

76-319 O - 88 - 37

The Egyptian Deputy Prime Minister for Economic and Financial Affairs to the Secretary of State

MINISTRY OF ECONOMY
ECONOMIC CO OPERATION WITH U. S. A.
CAIRO - EGYPT

February 5, 1982

His Excellency

Alexander M. Haig
Secretary of State

United States of America

Excellency:

I have the honor to acknowledge receipt of your Note of February 5, 1982, which reads as follows:

Excellency, I have the honor to propose that the Government of the United States and the Government of the Arab Republic of Egypt agree to the extension of additional Public Law 480 commodity sales financing amounting to $75.0 million, raising the total Title I/III program level for Egypt to $275 million. This additional amount is to be programmed as follows:

a. In the agricultural commodities agreement between our two governments signed December 21, 1981, the following changes should be made:

(1) In Part II, Item I, Commodity Table, and under appropriate column headings, (a) on the line entitled "Wheat", delete "600,000" "105.0" and insert "850,000" "150.0". (b) On line entitled "Wheat Flour (Grain equivalent basis)", delete "95.0" and insert "100.0". (c) On line entitled "Total" delete "1,100,000" "200.0", and insert

"1,350,000" "250.0".

(2) In part II, Item II, Payment Terms, on line "B. Currency Use Payment" delete "none" and insert "Ten (10) percent of the amount financed by the government of the exporting country under the first amendment and any subsequent amendments -- for 104(a) purposes".

b. In addition to the new financing indicated in paragraph a above the Government of the United States will make available $25.0 million, to be used either in connection with the Food for Development Program or by addition to the agreement of December 21, 1981 as may be agreed upon by the two governments.

If the foregoing is acceptable to your government, I have the honor to propose that this note and your reply thereto constitute agreement between our two governments effective the date of your note in reply."

I have the honor to inform Your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt

considers Your Excellency's Note and the present reply as constituting an Agreement between our two Governments on this subject to enter into force on the date of this reply.

Accept, Excellency, the assurance of my highest consideration.

M.A. FATTAH IBRAHIM
Deputy Prime Minister
for Economic and Financial
Affairs

Ashraf Ghorbal [1]

In Witness:

Minister of Economy
& Foreign Trade
Fouad Hashem [2]

[1] Ashraf Ghorbal.
[2] Fouad Hashem.

MEXICO

Narcotic Drugs: Salary Supplements

Agreement amending the agreement of December 3, 1979, as amended.
Effected by exchange of letters
Signed at Mexico December 29, 1981;
Entered into force December 29, 1981.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
MEXICO

OFFICE OF THE AMBASSADOR

December 29, 1981

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
E. C. Lazaro Cardenas No. 9
Mexico, D. F

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $2,000,000 the funding provided by our exchange of letters dated December 3, 1979, as amended two times thereafter.[1] This increase in funding of the Salary Supplements Project No. 312801-0105 is from the U.S. Fiscal Year 1982 funds. It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States, therefore, agrees to delete the phrase "Two Million, Five Hundred and Forty-nine Thousand Dollars (U.S. $2,549,000)" in the second paragraph of our letter dated December 3, 1979, as previously amended, and substitute therefor the phrase, "Four Million, Five Hundred and Forty-nine Thousand Dollars (U.S. $4,549,000)."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect and applicable to this agreement unless otherwise expressly modified herein.

[1] TIAS 9696, 9772, 9884; 31 UST 5918; 32 UST 1324, 2901.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

John Gavin

The Mexican Attorney General to the American Ambassador

FORMA CG-1A

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., diciembre 29 de 1981.

EXCELENTISIMO SEÑOR
JOHN GAVIN,
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
Presente.

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $2,000,000 los fondos proporcionados por medio de nuestra carta fechada 3 de diciembre de 1979, a su vez enmendada en dos ocasiones subsiguientes. Este incremento de fondos para sobre salarios bajo el proyecto número 312801-0105 proviene de fondos del año fiscal (U.S.) 1982. Además de tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase, "Dos Millones, quinientos cuarenta y nueve mil dólares (U.S. $2,549,000)" en el segundo párrafo de nuestra carta de fecha de 3 de diciembre de 1979, como previamente enmendada, y substituir la frase, "Cuatro millones, quinientos cuarenta y nueve mil dólares (U.S. $4,549,000)."

T.G.N

Se tiene por entendido que todas las disposiciones restantes de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación a los esfuerzos del Gobierno de México para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este Acuerdo a menos de que se modifique expresamente aquí.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES

TRANSLATION

United Mexican States
Office of the Attorney General of the Republic

Mexico, D.F., December 29, 1981

His Excellency
John Gavin
Ambassador Extraordinary and
Plenipotentiary of the United States
of America
Mexico, D.F.

Dear Mr. Ambassador:

I am pleased to reply to your communication of today's date, which, translated into Spanish, reads as follows:

[For the English language text, see pp. 4680–4681.]

I wish to inform you that the Government of Mexico accepts the terms of the transcribed note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

REPUBLIC OF KOREA

Defense: Pre-Positioning of Communications Assets

Memorandum of understanding signed at Osan October 15 and December 2 and 14, 1981;
Entered into force December 14, 1981.

MEMORANDUM OF UNDERSTANDING

한국공군과 한국해군

BETWEEN

및

THE UNITED STATES AIR FORCE

미공군간의 통신장비 사전배치에

AND

관한

THE REPUBLIC OF KOREA AIR FORCE

양 해 각 서

AND

THE REPUBLIC OF KOREA NAVY

CONCERNING

THE PRE-POSITIONING OF UNITED STATES AIR FORCE COMBAT

COMMUNICATIONS ASSETS IN THE REPUBLIC OF KOREA

I. Pursuant to Articles II and IV of the United States of America and the 한미 상호방위조약(54. 11. 17) 제2조 및 제4조와 한미 행정협정(67. Republic of Korea (US-ROK) Mutual Defense Treaty, effective 17 November 1954,[1] 2. 9) 제4조 및 제25조에 의거, 한국 공군과 한국 해군 및 미공군 대표자는 and Articles IV and XXV of the US-ROK Status of Forces Agreement (SOFA), 다음 사항을 체결한다. effective 9 February 1967,[2] the following agreement is entered into by

representatives of the United States Air Force (USAF), the Republic of Korea

Air Force (ROKAF), and the Republic of Korea Navy (ROKN). The Joint Committee 1977년 9월 26일자 by Memorandum dated 26 September 1977, has approved the US Forces use of 각서에 의한 공동위원회는 이하 기술된 한국 시설물의 미군측 사용을 승인하였다. portions of the below named ROK installations hereafter described and delineated.

[1] Signed Oct. 1, 1953. TIAS 3097; 5 UST 2368.
[2] Signed July 9, 1966. TIAS 6127; 17 UST 1677.

II. The purpose of this agreement is to provide instructions and guidance

본 양해각서의 목적은 우발사태에 대비하여 한국 공군기지(청주, 사천,

necessary to establish support requirements for pre-positioning USAF-owned

수원, 예천) 에 미공군 통신장비를 사전 배치하기 위한 지원 요구를 책정하는데

combat communications assets at the following ROK Air Bases: Cheong Ju,

필요한 지침을 제공하기 위함이다.

Sachon, Suwon and Yechon. The ROKN will allow the use of Pohang Air Station.

한국 해군은 포항 항공기지의 사용을 승인한다.

The pre-positioning of said assets will enhance the capability of the USAF

본 장비의 사전 배치로 인하여 미공군의 대한민국 방어 지원능력이 증가할

to support its mission in the defense of the Republic of Korea.

것이다.

1. The USAF retains the right to withdraw any or all of these assets from

미공군은 한국 공군 및 해군과의 사전 협조나 동의없이 언제라도

Korea to support USAF objectives elsewhere at any time and without prior

한국으로부터 본 장비의 일부분 또는 전부를 철수할 권한을 보유한다.

coordination or consultation with ROKAF or ROKN.

III. A Joint Coordinating Group (JCG) will be appointed to coordinate ROKAF,

본 양해각서의 조항 및 조건에 따라 한국공군, 한국해군 및 미공군간의

ROKN, and USAF responsibilities under the term and conditions of this agreement.

책임을 조정하기 위해 합동 협조단(JCG)을 구성한다.

This group shall consist of representatives as directed by the Joint Chairmen.

본 협조단은 공동의장이 지명한 대표들로 구성되며 합동 협조단의 공동의장은

The 314th Air Division Deputy Chief of Staff, Communications-Electronics, the

한국공군 작전사령부 통전처장, 한국 해군 함대 항공단 군수참모, 미공군 제 314

Hq ROKAF Combat Air Command, Director of Communications-Electronics, and

비행사단 통전참모가 임명된다.

Fleet Air Wing Deputy Chief of Staff for Logistics are appointed Joint Chairmen

of this JCG. This group will maintain close interaction and coordination to

본 협조단은 협정의 기본 정신과 취지를 보장하기 위하여 긴밀한

insure the spirit and intent of this agreement is maintained, and to resolve

접촉과 협조를 유지하며, 또한 기지에서 해결하기 어려운 문제들을 해결한다.

problems beyond the capabilities of the local bases to resolve. Meetings will

회의는

be as directed by the Joint Chairmen. Required members will be notified by the
공동의장단에서 주관하며, 공동의장단은 필요 위원에게 회의의 시기 및 장소를
Joint Chairmen as to the times and places of meetings.
통고한다.

IV. The USAF, through the 4th Combat Communications Squadron (4CMBTCS), will:
미공군, 제4 전투통신대대(4CMBTCS)는:

1. Perform initial site preparation and construction at all sites by use
미공군 공병 및/또는 미공군과의 계약자는 모든 기지에 장소를 준비하고
of in-house USAF Engineers and/or USAF managed contractors. All future main-
장비를 설치하며, 이후의 모든 정비 및 수리도 동일한 방법으로 수행한다.
tenance and repair work will be accomplished through the same means.

2. Utilize inside and outside storage space designated by ROKAF and ROKN
한국공군 및 한국해군이 하기 제5조 및 제6조에 따라 지정한 옥내외
in Articles V and VI below.
창고를 활용한다.

3. Provide and/or arrange for security surveillance (normal ROKAF and
미공군 규정 125-37에 의거, 각 기지에 장비보호를 위한 보안감시
ROKN installation security is sufficient) and security lighting as required
(통상 한국공군 및 해군의 시설물 경비로도 충분하다) 및 보안등을 제공 및/또는
for resource protection in accordance with Air Force Regulation 125-37 at each
준비한다.
base. USAF will provide and/or arrange for fencing, lighting, locks, alarms and
미공군은 해당 지시에 따라 필요한 울타리, 조명, 자물쇠, 경보장치 및 기타
any other physical security devices required under applicable directives.
모든 물리적 보안장치를 제공 및 준비한다.

4. Coordinate in advance with local commanders prior to visiting bases
장비의 전개, 소요 정비 및 작동 시험을 위한 기지 방문에 앞서 각
for deployments, required maintenance and operational testing of equipment.
기지의 지휘관과 사전 협조한다.

5. Fund all costs associated with site preparations to accommodate the
한국 기지에 전투 통신 장비를 설치하기 위한 장소 준비에 관련된 제반
initial positioning of combat communications assets at ROK bases.
비용을 적립한다.

V. The ROKAF will provide support identified for each of the following ROKAF
미공군 소유 전투통신장비 및 관련 장비를 한국에 사전 배치함에 있어, 각

air bases in support of pre-positioning of USAF-owned combat communications
한국 공군기지에서는 하기 사항을 지원한다.
assets and associated equipment in Korea.

1. Cheong-Ju Air Base (17th Tactical Fighter Wing):
청주 공군기지 (제17 전술 전투 비행단)는:

a. Provide rent free and at no cost to the USAF 12,000 square feet
가. 기지 보급창고에 인접한 옥외창고 부지 12,000 FT² 을 미공군에
of outside storage space adjacent to the Base Supply warehouse and allow in-
무상대여하며, 미공군 공병/미공군이 관리하는 계약자가 본 지역에 보안담을
house USAF Engineers/USAF managed contractors entrance to Cheong-Ju AB to
설치하기 위해 청주 공군기지를 출입하는 것을 허가한다.
construct the security fence required to enclose this area. Allow the USAF
보안등 설치를
to connect into existing electrical system in order to provide security
위해 미공군이 기존 전기시설과 연결하는 것을 허가한다.
lighting.

b. Provide rent free and at no cost to the USAF inside storage space
나. 정비용 장비함을 비축하기 위해 기지 보급창고 내부 공간을 미공군에
within the Base Supply warehouse to store one conex container.
무상대여한다.

c. Permit the use of base motor pool facilities as required by USAF
다. 미공군 요원이 차량의 일상적인 정비나 작전에 필요한 긴급 보수가
personnel for routine operator maintenance of vehicles and mission essential
필요할 시는 차량 정비시설의 사용을 허가한다.
emergency repairs. Routine operator maintenance includes, but not limited to,
일상적인 정비한 세차, 윤활유 주입, 오일 교체, 바퀴의
cleaning, lubrication, oil changes, maintaining tire pressures and corrosion
압력유지 및 부식방지등을 포함하나 이에 국한하지는 않는다.
control. USAF will provide all required materials.
미공군은 제반 소요 물자를 제공한다.

d. Provide telephone communications support, emergency medical
라. 미공군 장비의 정기 정비 및 작동 시험을 위한 전개 및 방문 시,
support, emergency firefighting support and any fuels and/or lubricants needed
미공군 요원에 필요한 전화 통신 지원, 긴급 의무 지원, 긴급 소방 지원, 연료
for USAF personnel during deployments and visits to perform periodic maintenance
및/또는 윤활유를 제공한다.

and operational testing of USAF assets.

e. All requests for reimbursement for support provided in paragraph
마. 상기 라항에 따라 제공된 지원의 상황 요청서를 군산 공군기지의
d. above will be submitted annually or as needed to the comptroller 8th
미공군 제8 전술 전투 비행단, 회계감사관에게 연1회 또는 필요시 제출한다.
Tactical Fighter Wing, Kunsan AB, USAF.

f. Provide for protection of pre-positioned USAF assets as part of
바. 기지시설물과 동등하게 사전 배치된 미공군 장비를 보호한다.
their installation security program.

2. Sachon Air Base (3rd Tactical Fighter Wing):
사천 공군 기지(제3 전술 전투 비행단)는:
a. Provide rent free and at no cost to the USAF 16,000 square feet
가. 현재의 하비스트 이글의 동쪽 보안 철책을 동쪽으로 약 80 피트
of outside storage space by permitting an extension of the existing Harvest
늘려서 16,000FT² 의 옥외창고 부지를 미공군에 무상대여한다.
Eagle east security fence approximately eighty (80) feet in an easterly

direction. If required, allow the USAF to connect into existing electrical
필요시, 보안등 설치를 위해 미공군이 기존 전기시설과 연결하는
system in order to provide security lighting.
것을 허가한다.
b. Incorporate this expanded area into the security surveillance
나. 이 지역을 하비스트 이글 시설물에 대한 보안감시 지역에 포함한다.
provided for the Harvest Eagle facility.

c. Permit the use of base motor pool facilities as required by USAF
다. 미공군 요원이 차량의 일상적인 정비나 작전에 필요한 긴급 보수가
personnel for routine operator maintenance of vehicles and mission essential
필요할 시는 차량 정비시설의 사용을 허가한다.
emergency repairs. Routine operator maintenance includes, but not limited to,
일상적인 정비란 세차, 윤활유 주입, 오일교체, 바퀴의
cleaning, lubrication, oil changes, maintaining tire pressures and corrosion
압력유지 및 부식방지등을 포함하나 이에 국한하지는 않는다.
control. USAF will provide all required materials.
미공군은 제반 소요 물자를 제공한다.

d. Provide emergency medical support, emergency firefighting support

라. 미공군 장비의 정기 정비 및 작동 시험을 위한 전개 및 방문시,
and any fuels and/or lubricants needed for USAF personnel during deployments and

미공군 요원에 필요한 긴급 의무 지원, 긴급 소방 지원, 연료 및/또는 윤활유를
visits to perform periodic maintenance and operational testing of USAF Assets.

제공한다.

e. All requests for reimbursement for support provided in paragraph d.

마. 상기 라항에 따라 제공된 지원의 상환 요청서를 군산 공군기지의
above will be submitted annually or as needed to the comptroller, 8th Tactical

미공군 제8 전술 전투 비행단, 회계감사관에게 연1회 또는 필요시 제출한다.
Fighter Wing, Kunsan AB USAF.

f. Provide for protection of pre-positioned USAF assets as part of their

바. 기지시설물과 동등하게 사전 배치된 미공군 장비를 보호한다.
installation security program.

3. Yechon Air Base (16th Tactical Fighter Wing):

예천 공군 기지(제16 전술 전투 비행단)는:

a. Provide rent free and at no cost to the USAF 8,664 square feet of

가. 보급 대대 건물 부근의 옥외 창고 부지 8,664 FT² 를 미공군에게
outside storage space near the Supply Squadron building. Allow the USAF to

무상대여한다. 보안등 설치를 위해
connect into existing electrical system in order to provide security lighting.

미공군이 기존 전기시설과 연결하는 것을 허가한다.

b. Provide rent free and at no cost to the USAF inside storage space

나. 정비용 장비함을 비축하기 위해 보급대대 건물 내부의 창고 공간을
within the Base Supply warehouse to store one conex container.

미공군에게 무상대여한다.

c. Permit the use of base motor pool facilities as required by USAF

다. 미공군 요원이 차량의 일상적인 정비나 작전에 필요한 긴급 보수가
personnel for routine operator maintenance of vehicles and mission essential

필요할 시는 차량 정비 시설의 사용을 허가한다.
emergency repairs. Routine operator maintenance includes, but is not limited

일상적인 정비란 세차, 윤활유 주입, 오일교체, 바퀴압력
to, cleaning, lubrication, oil changes, maintaining tire pressures and corrosion

유지 및 부식방지 등을 포함하나 이에 국한하지는 않는다.
control. USAF will provide all required materials.

미공군은 제반 소요 물자를 제공한다.

d. Provide telephone communications support, emergency medical support,

라. 미공군 장비의 정기 정비 및 작동 시험을 위한 전개 및 방문시, 미공군

emergency firefighting support and any fuels and/or lubricants needed for USAF

요원에게 필요한 전화 통신 지원, 긴급 의무 지원, 긴급 소방 지원, 연료 및/또는

personnel during deployments and visits to perform periodic maintenance and

윤활유를 제공한다.

operational testing of USAF assets.

e. All requests for reimbursement for support provided in paragraph d.

마. 상기 라항에 따라 제공된 지원의 상환 요청서를 오산 공군기지의

above will be submitted annually or as needed to the comptroller 51 Composite

미공군 51 혼성 비행단, 회계감사관에게 연 1회 또는 필요시 제출한다.

Wing, Osan AB, USAF.

f. Provide for protection of pre-positioned USAF assets as part of

바. 기지시설물과 동등하게 사전 배치된 미공군 장비를 보호한다.

their installation security program.

4. Suwon Air Base (10th Tactical Fighter Wing):

수원 공군기지 (제10 전술 전투 비행단)는:

a. Provide rent free and at no cost to the USAF 9,100 square feet of

가. 기지 보급창고 (건물 번호 401)에 가까운 옥외 창고 부지 9,100 FT^2를

outside storage space near the Base Supply warehouse (Building 401). Allow the

미공군에게 무상대여한다. 보안등

USAF to connect into existing electrical system in order to provide security

설치를 위해 미공군이 기존 전기시설과 연결하는 것을 허가한다.

lighting.

b. Provide rent free and at no cost to the USAF inside storage space

나. 정비용 장비함을 비축하기 위해 보급 대대 건물 내부의 창고 공간을

within the Base Supply warehouse to store one conex container.

미공군에게 무상대여한다.

c. Permit the use of base motor pool facilities as required by USAF

다. 미공군 요원이 차량의 일상적인 정비나 작전에 필요한 긴급 보수가

personnel for routine operator maintenance of vehicles and mission essential

필요할 시는 차량 정비 시설의 사용을 허가한다.

emergency repairs. Routine operator maintenance includes, but is not limited

일상적인 정비란, 세차, 윤활유 주입, 오일교체, 바퀴의

to, cleaning, lubrication, oil changes, maintaining tire pressures and corrosion
압력유지 및 부식방지 등을 포함하나 이에 국한하지는 않는다.
control. USAF will provide all required materials.
미공군은 제반 소요 물자를 제공한다.

d. Provide telephone communications support, emergency medical support,
라. 미공군 장비의 정기 정비 및 작동 시험을 위한 전개 및 방문시, 미공군
emergency firefighting support and any fuels and/or lubricants needed for USAF
요원에게 필요한 전화 통신 지원, 긴급 의무 지원, 긴급 소방 지원, 연료 및/또는
personnel during deployments and visits to perform periodic maintenance and
윤활유를 제공한다.
operational testing of USAF assets.

e. All requests for reimbursement for support provided in paragraph d.
마. 상기 라항에 따라 제공된 지원의 상환 요청서를 오산 공군 기지의
above will be submitted annually or as needed to the comptroller, 51 Composite
미공군 51 혼성 비행단, 회계감사관에게 연 1회 또는 필요시 제출한다.
Wing, Osan AB, USAF.

f. Provide for protection of pre-positioned USAF assets as part of their
바. 기지 시설물과 동등하게 사전 배치된 미공군 장비를 보호한다.
installation security program.

VI. The ROKN will, in support of the pre-positioning of USAF combat communications
한국 해군은 한국에 미공군 소유 우발사태에 대비한 통신장비 및 그와 관련된
assets and associated equipment in Korea, provide the following support at Pohang
장비를 사전 배치함에 있어 포항 항공기지에서 다음 사항을 지원한다.
Air Station.

1. Provide rent free and at no cost to the USAF 5,184 square feet of outside
주기장 서편의 장방형 콘크리트 패드위에 옥외 창고 부지 5,184 평방피트를
storage space on a square concrete pad west of the aircraft parking apron. Allow
미공군에게 무상대여한다. 보안등
the USAF to connect into existing electrical system in order to provide security
설치를 위해 미공군이 기존 전기시설과 연결하는 것을 허가한다.
lighting.

2. Provide rent free and at no cost to the USAF inside storage space in
정비용 장비함을 비축하기 위해 기지 소방서 뒤편에 내부창고 부지를
the rear of the flightline fire station to store one conex container.
미공군에게 무상대여한다.

3. Permit the use of base motor pool facilities as required by USAF
미공군 요원이 차량의 일상적인 정비나 작전에 필요한 긴급 보수가
personnel for routine operator maintenance of vehicles and mission essential
필요할 때 차량 정비시설 사용을 허가한다.
emergency repairs. Routine operator maintenance includes, but is not limited
일상적인 정비란 세차, 윤활유 주입, 오일교체, 바퀴압력 유지
to, cleaning, lubrication, oil changes, maintaining tire pressures and corrosion
및 부식방지 등을 포함하나 이에 국한하지는 않는다.
control. USAF will provide all required materials.
미공군은 제반 소요 물자를 제공한다.

4. Provide telephone communications support, emergency medical support,
미공군 장비의 주기적인 정비 및 작동 시험을 위해 방문하거나 전개하는
emergency firefighting support and any fuels and/or lubricants needed for USAF
기간중의 미공군 요원에게 필요한 연료 및/또는 윤활유, 비상소화, 비상의료, 전화
personnel during deployments and visits to perform periodic maintenance and
등을 지원한다.
operational testing of USAF assets.

5. All requests for reimbursement for support provided in paragraph VI
상기 제6조 4항에 따라 제공된 지원의 상환 요청서를 군산 공군기지의
4. will be submitted annually or as needed to the Comptroller, 8th Tactical
미공군 제8 전술 전투 비행단, 회계감사관에게 연1회 또는 필요시 제출한다.
Fighter Wing, Kunsan AB, USAF.

6. Provide for protection of pre-positioned USAF assets as part of their
기지 시설물과 동등하게 사전 배치된 미공군 장비를 보호한다.
installation security program.

VII. The USAF combat communications assets pre-positioned for the exclusive use
대한민국 군사시설에 사전 배치된 미공군만이 사용하는 미공군 통신장비는
of the United States Air Force at military facilities of the Republic of Korea
항상 미공군이 소유권을 갖는다.
will at all times remain USAF property. The USAF will have the right of access
미공군은 항상 이 장비를 취급할 권리를

to these assets at all times. They will be deployed regularly and periodically
갖는다. 이 장비는 태평양 공군 전구의 소요를 지원하기 위해
both in and out of Korea in support of PACAF theater requirements. These assets
한국 내외에서 정기적, 정규적으로 전개될 것이다. 본 장비는
will not be used for any purpose except as directed by USAF.
미공군이 정하는 목적이외에는 사용할 수 없다.

VIII. Claims arising under this agreement will be processed under provisions
본 양해각서에서 발생하는 배상청구는 한미 행정협정 제23조가 정하는
of Article XXIII of the US-ROK SOFA.
바에 따라 처리한다.

IX. This Memorandum of Understanding (MOU) will be bilingual (Korean and
본 양해각서는 한글과 영어로 작성되며, 한글본과 영문본의 내용이
English), and in the event of conflict between the Korean and English versions,
상위시에는 영어본이 우선한다.
the English version will govern. Other conflicts will be resolved by or through
다른 문제점은 본 양해각서 제3조에 명시된
the JCG provided for in Article III above.
합동협조단이 해결한다.

X. Revision to or modification of this MOU may be accomplished by mutual consent
본 양해각서의 수정이나, 개정은 관련당사자의 상호합의에 따라 이루어진다.
of all parties concerned. Written notification will be presented at least
변경을 요하는 사항은 30일이전에 문서로써 통고한다.
thirty (30) days in advance of the requested change. This MOU will be reviewed
본 양해각서는 1년에 한번씩
annually. The annual review will begin one hundred twenty (120) days prior to
재검토하며, 연례 재검토는 이 협정 체결 주기일 120일 이전에 시작한다.
the anniversary date of this agreement. Unless major revisions are made,
중요한 개정이 없는 한, 재검토는
completed review may be certified by the Joint Chairman of the JCG.
합동협조단 의장의 확인에 의해 완결된다.

XI. This agreement shall become effective upon the date signatures of the
본 양해각서는 한국 공군, 한국 해군 및 미공군의 대표자가 서명을 마친
appropriate representatives of the ROKAF, ROKN, and USAF have been affixed
날로부터 효력을 발생한다.
hereunto. This agreement will terminate three (3) years from the effective
본 협정은 발효일로부터 3년후에 만료된다.
date. However, this agreement may be cancelled by the mutual consent of all
그러나, 본 협정서는 모든 당사자의 상호 합의하에 폐기될 수있으며,
parties, and it may be cancelled by any party upon giving at least ninety (90)
어느 측이든지 90일 이전에 상대측에게 문서로 통고하여 폐기시킬 수있다.
days written notice to the other parties.

FOR THE REPUBLIC OF KOREA
대한민국 공군을 대표하여

AIR FORCE

KIM, IN KI
김 인 기

Lieutenant General, ROKAF
한국 공군 중장

Commander, Combat Air Command
작전 사령관

DATE: 2. Dec. '81
일자:

FOR THE REPUBLIC OF KOREA
대한민국 해군을 대표하여

NAVY

KIM, HYUNG CHIN
김 형 진

Commodore, ROK Navy
한국 해군 준장

Commander, Fleet Air Wing
함대 항공단장

DATE: 14 Dec. 1981
일자:

FOR THE UNITED STATES
미공군을 대표하여

AIR FORCE

FRED A. HAEFFNER
프레드 에이. 해프너

Major General, USAF
미공군 소장

Commander, 314th Air Division
제 314 비행사단장

DATE: 15 OCT 81
일자:

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